

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,  
STATE OF NEW JERSEY,

Plaintiffs,

v.

CIVIL ACTION NO.

ACTON CORPORATION, as successor to  
VIKOA, INC.;  
ADDIS & DEYS, INC., on behalf of  
FREEHOLD RACING ASSOCIATION;  
AIR PRODUCTS AND CHEMICALS, INC.;  
AKZO COATINGS INC.;  
ALLIED-SIGNAL, INC., as successor to  
ALLIED CHEMICAL CORPORATION;  
ALUMINUM COMPANY OF AMERICA;  
AMERICAN CYANAMID COMPANY, on its own  
behalf and on behalf of LEDERLE  
LABORATORIES, a division of  
AMERICAN CYANAMID CO., and  
SHULTON, INC.;  
AMERICAN FLANGE & MANUFACTURING CO.,  
INC.;  
AMERICAN INKS AND COATINGS CORPORATION;  
AMERICAN NATIONAL CAN COMPANY,  
on behalf of AMERICAN CAN COMPANY;  
AMERICAN STANDARD, INC.;  
ATOCHEM NORTH AMERICA, INC., on behalf  
of M & T CHEMICALS INC. and  
PENNWALT CORPORATION;  
BASF CORPORATION, on behalf of BASF  
WYANDOTTE CORPORATION;  
BEL-RAY COMPANY, INC.;  
BENJAMIN MOORE & CO.;  
BER MAR MANUFACTURING;  
BORDEN, INC., on behalf of BORDEN  
CHEMICAL and FABRIC LEATHER CO.;  
BOWEN ENGINEERING, INC., on behalf of  
STORK BOWEN ENGINEERING;  
BROWNING-FERRIS INDUSTRIES OF SOUTH  
JERSEY, INC., on its own behalf  
and as successor to CHESTER SEEMS  
& SONS, INC., and PRINCETON  
DISPOSAL SERVICE, INC.;  
BROWNING-FERRIS INDUSTRIES OF ELIZABETH,  
N.J., INC.;  
CADILLAC PLASTIC GROUP, INC. (f/k/a DAY  
INTERNATIONAL CORPORATION), on  
behalf of L.E. CARPENTER & COMPANY;

CONSENT DECREE



CARTER WALLACE, INC.; )  
CECOS INTERNATIONAL, INC.; )  
CENTRASTATE MEDICAL CENTER (f/k/a )  
FREEHOLD AREA HOSPITAL); )  
CERRO COMMUNICATION PRODUCTS, INC., on )  
its own behalf and on behalf of )  
CERRO WIRE & CABLE CO.; )  
CHARMS COMPANY, INC.; )  
CHEMCOAT, INC.; )  
CHEMICAL WASTE MANAGEMENT, INC., on )  
behalf of RECYCLING INDUSTRIES, )  
INC.; )  
CIBA-GEIGY CORPORATION, on its own )  
behalf and on behalf of TOMS RIVER )  
CHEMICAL CORP.; )  
COCA-COLA FOODS DIVISION OF THE COCA- )  
COLA COMPANY; )  
COLGATE-PALMOLIVE COMPANY, on behalf of )  
ELL-BEE CHEMICAL COMPANY; )  
COMPOUNDERS, INC.; )  
CONGOLEUM CORPORATION, on its own behalf )  
and on behalf of CONGOLEUM )  
INDUSTRIES, INC.; )  
CONTINENTAL CAN COMPANY, INC.; )  
CUSTOM CHEMICALS CORPORATION, on behalf )  
of CUSTOM CHEMICALS CO., INC.; )  
DECORATIVE INDUSTRIES, INC.; )  
DURACELL, INC., on behalf of MALLORY )  
BATTERY; )  
DURO-TEST CORPORATION, on behalf of )  
TUNGSTEN PRODUCTS CORPORATION; )  
E.R. SQUIBB & SONS, INC.; )  
ECKER CONTRACTING & ROOFING CO., INC.; )  
ENGELHARD CORPORATION; )  
ENGLISHTOWN AUCTION SALES, INC.; )  
ENVIRONMENTAL WASTE RESOURCES, INC. )  
(f/k/a ENVIRONMENTAL WASTE )  
REMOVAL, INC.); )  
FELLOWES MANUFACTURING COMPANY, on )  
behalf of BANKER'S BOX; )  
GENERAL FOODS CORPORATION, on behalf of )  
its MAXWELL HOUSE division; )  
GENERAL HOSE PRODUCTS; )  
GENERAL MOTORS CORPORATION; )  
GEORGIA-PACIFIC CORPORATION, on behalf )  
of XCEL CORPORATION; )  
THE GILLETTE COMPANY; )  
GTE PRODUCTS CORPORATION, on behalf of )  
GTE SYLVANIA; )  
HECHT BROTHERS, INC.; )  
HEXCEL CORPORATION, on behalf of )  
HEXCEL/FINE ORGANICS CORPORATION; )  
HIGGINS DISPOSAL SERVICE, INC.; )

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HOECHST CELANESE CORPORATION, on behalf )  
of AZOPLATE CORPORATION and )  
AMERICAN HOECHST CORP.; )  
ICI AMERICAS INC., on behalf of )  
CONVERTERS INK COMPANY; )  
INLAND STEEL COMPANY, on behalf of )  
INLAND STEEL CONTAINER; )  
INTERNATIONAL FLAVORS & FRAGRANCES INC.; )  
INTRA-CITY WASTE MATERIALS COMPANY, INC.; )  
J. JOSEPHSON, INC.; )  
J.M. HUBER CORPORATION PRINTING INK )  
DIVISION; )  
J.T. BAKER INC., on behalf of J.T. )  
BAKER CHEMICAL; )  
JAMESWAY CORPORATION; )  
JOHN L. ARMITAGE & CO.; )  
JOHNSON & JOHNSON, on behalf of J & J )  
WAREHOUSE, PERMACEL, and FRANKLIN )  
DIST.; )  
JONES CHEMICALS, INC., on behalf of )  
JONES CHEMICAL CO.; )  
K CHEMICAL CORPORATION; )  
KALAMA CHEMICAL, INC., on behalf of )  
MONROE CHEMICAL; )  
KASCO CONSTRUCTION CO., INC.; )  
KIRKER CHEMICAL COMPANY; )  
KRAFT GENERAL FOODS INC., on behalf of )  
GENERAL FOODS CORPORATION; )  
MANOR CARE, INC., on behalf of ALMO )  
ANTI-POLLUTION SERVICES CORP.; )  
MATLACK, INC.; )  
WILLIAM J. MEHR; )  
MERCK & CO., INC.; )  
MID-AMERICA ENGINEERS, INC.; )  
MILLIPORE CORPORATION, on behalf of )  
WORTHINGTON BIOCHEMICAL; )  
MINNESOTA MINING AND MANUFACTURING )  
COMPANY (3M); )  
MOBAY CORPORATION, on behalf of HARMON )  
COLORS CORPORATION; )  
MONSANTO COMPANY; )  
NATIONAL WASTE DISPOSAL, INC.; )  
NEPERA, INC., as successor to NEPERA )  
CHEMICAL CO.; )  
NESTLE FOODS CORPORATION; )  
NEW ENGLAND LAMINATES CO., INC./NELCO; )  
NEW JERSEY DEPT. OF HUMAN SERVICES, )  
on behalf of MARLBORO PSYCHIATRIC )  
HOSPITAL; )  
NEW JERSEY NATIONAL GUARD (NEW JERSEY )  
DEPARTMENT OF MILITARY AND )  
VETERAN'S AFFAIRS) )  
NEWCO WASTE SYSTEMS OF NEW JERSEY, INC.; )

OCCIDENTAL CHEMICAL CORPORATION, as )  
successor to DIAMOND SHAMROCK )  
CHEMICALS COMPANY; )  
OWENS-BROCKWAY GLASS CONTAINER, INC., )  
on behalf of BROCKWAY, INC.; )  
OWENS-ILLINOIS GENERAL, INC., on behalf )  
of OWENS-ILLINOIS, INC.; )  
OXY USA INC., on behalf of CITY SERVICES )  
and CITIES SERVICES OIL; )  
PACQUET ONEIDA, INC., on behalf of )  
ONEIDA PACKAGING PRODUCTS; )  
PENNSYLVANIA NATIONAL INSURANCE )  
COMPANIES, on behalf of FROELICH )  
BUILDING & CONSTRUCTION CO. and )  
LIGHTMAN DRUM COMPANY, INC.; )  
PRESTO LOCK, INC.; )  
PRINCETON MEADOWS UTILITY CO., INC., on )  
behalf of LINCOLN PROPERTIES; )  
PUBLIC SERVICE ELECTRIC AND GAS COMPANY; )  
RANDOLPH PRODUCTS CO., INC.; )  
REVLON, INC.; )  
REYNOLDS METALS COMPANY; )  
RHEEM MANUFACTURING COMPANY; )  
RIDGE PRINTING CO., INC.; )  
SEQUA CORPORATION, on behalf of )  
CHROMALLOY; )  
THE SHERWIN-WILLIAMS COMPANY; )  
SILVER ENTERPRISES INC.; )  
SIMON WRECKING COMPANY, INC.; )  
SMITHKLINE BEECHAM CORPORATION, on )  
behalf of SMITHKLINE BECKMAN )  
CORPORATION; )  
THE SOUTHLAND CORPORATION, on behalf of )  
its SOUTHLAND CHEMICAL CORPORATION )  
division; )  
STAR EXPANSION COMPANY; )  
SYNTEX BEAUTY CARE INC.; )  
TECHNICAL COATINGS CO.; )  
TENNECO POLYMERS INC., on behalf of )  
TENNECO CHEMICALS INC.; )  
TEXTRON, INC., on behalf of TEXTRON )  
SPENCER KELLOGG; )  
TRANSCO PRODUCTS CORPORATION; )  
TWIN RIVERS COMMUNITY TRUST; )  
UNIROYAL CHEMICAL COMPANY, INC.; )  
VAN DORN COMPANY, on behalf of MILTON )  
CAN CO.; )  
WASTE DISPOSAL, INC.; )  
WESTINGHOUSE ELECTRIC CORPORATION; )  
X CRAFT INC., on behalf of CELLU-CRAFT )  
INC.; )

Defendants.. )

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I.

BACKGROUND

WHEREAS, the United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("U.S. EPA") and the State of New Jersey ("State"), filed concurrently with this Consent Decree a Complaint in this matter against defendant signatories to this Consent Decree ("Settling Defendants") pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §9601 et seq., and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., and appropriate State authorities, for the recovery of response costs incurred by the United States and the State and for the conduct of remedial design, remedial construction, and operation and maintenance in connection with the Second Operable Unit at the Lone Pine Landfill Superfund Site (the "Site") located in Freehold Township, Monmouth County, in the State of New Jersey;

WHEREAS, the alleged releases of hazardous substances into the environment at and from the Site may have caused property damage;

WHEREAS, pursuant to Section 105 of CERCLA, 42 U.S.C. §9605, U.S. EPA placed the Lone Pine Landfill Site on the National Priorities List, which is set forth at 40 C.F.R. Part 300, Appendix B;

WHEREAS, in response to the alleged releases or threatened releases of one or more hazardous substances into the environment at or from the Site, the U.S. EPA in July, 1982, commenced a Remedial Investigation and Feasibility Study ("RI/FS") for the

Site pursuant to 40 C.F.R. 300.68, hereinafter known as the First Operable Unit RI/FS;

WHEREAS, the U.S. EPA completed the First Operable Unit RI/FS Report in May, 1983, and completed a supplementary First Operable Unit FS Report in June, 1984;

WHEREAS, the decision by the U.S. EPA on the First Operable Unit remedial action plan selected for the Site is embodied in a Record of Decision ("ROD"), issued by the Assistant Administrator of the Office of Solid Waste and Emergency Response on September 28, 1984, to which the State has given its concurrence, and which includes a discussion of U.S. EPA's reasons for the First Operable Unit remedial plan and a response to each of the significant comments submitted during the public comment period;

WHEREAS, the U.S. EPA and 116 Potentially Responsible Parties ("PRPs") entered into a Consent Decree for implementation of EPA's September 28, 1984 ROD and for reimbursement of certain response costs in an action entitled United States v. Acton Corporation, et al., Civ. Action No. 89-3652 (D.N.J.), which was lodged for public comment with the U.S. District Court for New Jersey on August 25, 1989, and which was entered on March 5, 1990;

WHEREAS, the U.S. EPA filed suit under CERCLA against approximately 21 PRPs who did not join in the Acton settlement on October 13, 1989, for recovery of response costs, in an action entitled United States v. Armstrong World Industries, Inc., et al., Civ. Action No. 89-4363 (D.N.J.);

WHEREAS, in July 1985, the U.S. EPA sent notice letters to 140 PRPs, offering them the opportunity to enter into an



Administrative Order on Consent to perform the additional hydrogeologic investigation described in the First Operable Unit ROD. This additional hydrogeologic study is also known as the Second Operable Unit RI;

WHEREAS, an Administrative Order on Consent, Index Number II-CERCLA-50110, was issued by EPA to the Minnesota, Mining, & Manufacturing Company ("3M") on September 27, 1985;

WHEREAS, 3M commenced Second Operable Unit RI/FS activities required under the Administrative Order on Consent, Index Number II-CERCLA-50110, in the Fall of 1985;

WHEREAS, 3M completed the Second Operable Unit RI and FS reports in July 1990;

WHEREAS, the U.S. EPA informed the public of the completion of the Second Operable Unit RI/FS and the Second Operable Unit proposed plan for remedial action and provided opportunity for public comment;

WHEREAS, the decision by the U.S. EPA on the remedial action plan selected for the Site's Second Operable Unit is embodied in a ROD, attached hereto as Appendix A, issued by the Regional Administrator on September 28, 1990, to which the State has given its concurrence, and which includes a discussion of U.S. EPA's reasons for the remedial plan and a response to each of the significant comments submitted during the public comment period;

WHEREAS, on October 12, 1990, U.S. EPA, pursuant to Section 107 of CERCLA, 42 U.S.C. §9607, notified certain parties that each of them may be a PRP regarding the Second Operable Unit Remedial Action at the Site;

WHEREAS, in accordance with Section 121(f)(1)(F) of CERCLA, 42 U.S.C. §9621(f)(1)(F), the U.S. EPA notified the State of New Jersey ("the State") of negotiations regarding the implementation of the Second Operable Unit remedial action for the Site, and U.S. EPA has provided the State with an opportunity to participate in such negotiations and be a party to this settlement;

WHEREAS, pursuant to Sections 121 and 122 of CERCLA, 42 U.S.C. §9621 and §9622, the United States, the New Jersey Department of Environmental Protection, and the Settling Defendants ("the Parties") each have stipulated and agreed to the making of this Consent Decree prior to the taking of any testimony, and in full settlement of the claims raised in the Complaint;

WHEREAS, the Parties believe the Remedial Action Plan adopted by U.S. EPA in the Second Operable Unit ROD is consistent with the National Contingency Plan ("NCP"), 40 C.F.R. Part 300;

WHEREAS, notwithstanding any other provision of this Consent Decree, including Section XIII, Additional Work, the Settling Defendants agree not to contest the appropriateness<sup>u</sup> of the Remedial Action Plan adopted by U.S. EPA in the Second Operable Unit ROD;

WHEREAS, the Primary Settling Defendants, and as applicable, other Settling Defendants, agree to implement the final Remedial Action Plan adopted by U.S. EPA in the Second Operable Unit ROD, as set forth in the Statement of Work ("SOW") attached hereto as Appendix B and incorporated and made part of this Consent Decree, and U.S. EPA has determined that the work required under this

Consent Decree will be done properly by such Settling Defendants, and that the Primary Settling Defendants are qualified to implement the Remedial Action Plan contained in the Second Operable Unit ROD;

WHEREAS, the Parties agree that this settlement is practicable and in the public interest and is fair, reasonable, and furthers the goals of CERCLA;

WHEREAS, the Parties agree that it is in the interests of the Parties for this case to be resolved at this time without prolonged and costly litigation between the Parties and without the admission of any issue of fact or law;

WHEREAS, the Court, by entering this Consent Decree, finds that the entry of this Consent Decree is fair, reasonable and in the public interest; and

WHEREAS, the Parties have agreed to the entry of this Consent Decree;

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED:

## II.

### JURISDICTION

The Court has jurisdiction over the subject matter of this action and the signatories to this Consent Decree pursuant to CERCLA, 42 U.S.C. §§ 9606, 9607 and 9613(b), 42 U.S.C. §6973 and 28 U.S.C. §1331 and §1345. Solely for purposes of this Consent Decree, Settling Defendants waive all objections and defenses that they may have to the jurisdiction of this Court or to venue in this District. Settling Defendants by their signatures on this Consent Decree designate the agent(s) identified in

Paragraph B of Section XXVII of this Consent Decree to accept service of process of the Complaint filed in this action and service of all other filings relating to the entry of this Consent Decree and expressly waive all objections to service of process. Settling Defendants agree to submit themselves to this Court's jurisdiction solely for the purpose of entering and enforcing this Consent Decree. All Settling Defendants to this Consent Decree agree not to challenge or object to entry of this Decree by the Court or to any provision in this Decree, unless the United States has notified the Settling Defendants in writing that it no longer supports entry of the Consent Decree.

### III.

#### PARTIES BOUND

A. This Consent Decree applies to and is binding upon the undersigned Parties and their officers and employees, in their capacities as representatives of Settling Defendants, their trustees for purposes of this Consent Decree, and their successors and assigns. The undersigned representative of each party to this Consent Decree certifies that he or she is fully authorized by the party or parties whom she or he represents to enter into the terms and conditions of the Consent Decree and to execute and legally bind that party to it.

B. No change in ownership or corporate or partnership status or transfer of assets shall in any way alter the Settling Defendants' responsibilities under this Consent Decree. Each Settling Defendant shall be responsible and shall remain responsible for carrying out all activities required of that

particular Settling Defendant under Paragraph B of Section VI of this Consent Decree.

C. In the event of the inability to pay or insolvency of any one or more of the Settling Defendants, or in the event that for any other reason one or more of the Settling Defendants do not participate in the implementation of this Consent Decree, the remaining Primary Settling Defendants and Secondary Settling Defendants agree and commit to complete the Work and all applicable requirements of this Consent Decree.

D. The Primary Settling Defendants, and as applicable, the other Settling Defendants, agree to instruct their trustees, contractors and agents involved in the performance of this Consent Decree to cooperate in carrying out the obligations of the Settling Defendants under this Consent Decree. Each Settling Defendant agrees that its trustees, contractors and agents involved in the performance of this Consent Decree shall take all necessary steps to accomplish the terms of this Consent Decree. However, nothing in this Paragraph shall impair the rights of Primary Settling Defendants, and as applicable, the other Settling Defendants, to utilize Section XXI, Dispute Resolution.

E. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall provide a copy of this Consent Decree to any Contractor retained to perform the work required by this Consent Decree, and to any Subcontractor performing subcontracts in excess of \$250,000, and shall condition all contracts and subcontracts entered for the performance of such work upon compliance with the terms and conditions of this Consent Decree and all applicable laws and

regulations. The failure of a Contractor or a Subcontractor to perform the work required by this Consent Decree shall not relieve Settling Defendants of their obligations to comply with all terms and conditions of this Consent Decree.

#### IV.

##### EFFECT OF SETTLEMENT

This Consent Decree was negotiated at arm's length and executed by the Parties in good faith to avoid further expensive and protracted litigation and is a settlement of claims which were vigorously contested, denied and disputed as to validity, liability and amount. The Plaintiffs and the Settling Defendants agree that neither this Consent Decree, nor any part hereof, nor the entry into, nor any performance under this Consent Decree by any of the Settling Defendants, shall constitute or be construed as a finding or admission or acknowledgment of the factual or legal allegations contained in this Consent Decree or in the Complaint, or of any liability, fault or wrongdoing, or evidence of such, or an admission of violation of any law, rule, regulation, or policy, by any Settling Defendant or by its officers, directors, employees, agents, successors or assigns, nor shall this Consent Decree nor any performance hereunder by any of the Settling Defendants create any rights on behalf of any other person not a party hereto. Each of the Settling Defendants expressly reserves any and all rights (including any right to contribution), defenses, claims, demands, and causes of action which each of them may have with respect to any matter, action, event, claim or proceeding relating in any way to the Lone Pine

Landfill Site against any person other than the Plaintiffs, except as expressly provided in this Consent Decree. Settling Defendants individually and collectively, do not admit, accept, concede, or acknowledge the determinations, allegations, findings of fact, if any, and conclusions in this Consent Decree or in the Complaint filed in this action and specifically reserve the right to contest any such determinations, allegations, findings, except in any proceeding to enforce Settling Defendants' obligations pursuant to this Consent Decree, or except as otherwise provided in this Consent Decree.

# V.

## DEFINITIONS

Unless noted to the contrary, the terms of this Consent Decree shall have the same meaning as terms as defined in CERCLA. Whenever the following terms are used in this Consent Decree and the Exhibits and Appendices attached hereto, the following definitions shall apply:

A. "Architect" or "Engineer" or "Contractor" shall mean the company or companies retained by the Settling Defendants, or a Trustee on behalf of the Settling Defendants, to undertake and complete the Remedial Action Plan described in the ROD and the SOW, attached hereto as Appendix A and Appendix B, respectively. Each architect, engineer, contractor and subcontractor shall be qualified to do those portions of the work for which it is retained.

B. "ATSDR" shall mean the Agency for Toxic Substances and Disease Registry.

C. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.

D. "Day" shall mean calendar day, unless otherwise specified.

E. "Direct User Buyout Defendants" shall mean those Defendants listed in Appendix F to this Consent Decree.

F. "Facility" or "Site" shall mean that "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. §9601(9), which is located in the vicinity of the township of Freehold, Monmouth County, New Jersey, at or near Block 91, Lots 51, 52, 53, and 54, and Block 92, Lots 24, 25, 41, and 45 as shown on the map attached as Appendix C.

G. "First Operable Unit" is a discrete response action, comprising an incremental step toward comprehensively addressing Site problems, which includes the selected remedy for landfill containment described in the First Operable Unit ROD signed on September 28, 1984.

H. "Fund" shall mean the Hazardous Substance Superfund, created pursuant to Section 221 of CERCLA, 26 U.S.C. §9507.

I. "Future Liability" shall mean liability arising after U.S. EPA's Certification of Completion is issued pursuant to Section XV.

J. "Hazardous Substance" shall have the meaning provided in Section 101(14) of CERCLA, 42 U.S.C. §9601(14).

K. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan



promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. §9605, codified at 40 C.F.R. Part 300, including any amendments thereto.

L. "NJDEP" shall mean the New Jersey Department of Environmental Protection.

M. "On-Site" shall mean the areal extent of the contamination and threatened contamination and all areas in very close proximity to the areal extent of the contamination and threatened contamination.

N. "Operation and Maintenance" or "O&M" shall mean those activities required by Paragraph I of the SOW.

O. "Oversight Response Costs" shall mean all costs, including, but not limited to, indirect costs, that the United States and the State incur in overseeing the Work, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, and the costs of reviewing or developing plans, reports and other items pursuant to this Consent Decree, verifying the Work, or otherwise implementing or enforcing this Consent Decree. Oversight Response Costs shall also include all costs, including indirect costs, incurred by the United States in connection with the Second Operable Unit at the Site between the date of lodging of this Consent Decree and the effective date of this Consent Decree, and all costs, including indirect costs, incurred by the State in connection with the Second Operable Unit at the Site between December 15, 1990 and the effective date of this Consent Decree.

P. "Paragraph" shall mean a portion of this Consent Decree identified by a letter or by an arabic numeral.

Q. "Parties" shall mean the United States of America, the New Jersey Department of Environmental Protection, and the Settling Defendants.

R. "Past Response Costs" shall mean all costs, including, but not limited to, indirect costs, related to the Second Operable Unit at the Site incurred by the United States or ATSDR prior to the date of lodging of this Consent Decree, and all costs, including , but not limited to, indirect costs, related to the Second Operable Unit at the Site incurred by the State through December 14, 1990.

S. "Performance Standards" shall mean those cleanup standards, standards of control, and other substantive requirements, criteria or limitations set forth in the ROD or the SOW with respect to the remedy chosen.

T. "Plaintiffs" shall mean the United States Environmental Protection Agency, the New Jersey Department of Environmental Protection, and the United States Department of Justice.

U. "Primary Settling Defendants" shall mean those Defendants listed in Appendix D to this Consent Decree.

V. "Record of Decision" or "ROD" shall mean that document, and all attachments thereto, attached hereto as Appendix A, issued by U.S. EPA on September 28, 1990, in which the Second Operable Unit Remedial Action Plan was selected by the Regional Administrator of Region II to address the release and threat of release of hazardous substances and contaminants at and from the Lone Pine Landfill Superfund Site.

W. "Remedial Action" shall mean the implementation of the ground water remediation to achieve cleanup standards, as set forth in Paragraph H of the SOW.

X. "Remedial Action Plan" shall mean the selected remedy set forth in the ROD.

Y. "Remedial Construction" shall mean the physical construction of the Remedial Action Plan in accordance with the U.S. EPA-approved Remedial Design, as set forth in Paragraph G of the SOW.

Z. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6901 et seq. (also known as the Resource Conservation and Recovery Act).

AA. "Remedial Design" shall mean the technical analysis and procedures which follow the selection of a remedy for the Second Operable Unit at the Site and which will result in a detailed set of plans and specifications for implementation of the ROD and conduct of the Work, as set forth in Paragraph E of the SOW.

BB. "Response Costs" shall mean the costs of "response," as defined in 42 U.S.C. §9601(25) incurred by either the Plaintiffs or the Settling Defendants.

CC. "SCP Buyout Settling Defendants" shall mean those Defendants listed in Appendix G to this Consent Decree.

DD. "Second Operable Unit" shall mean a second discrete response action, comprising an incremental step toward comprehensively addressing Site problems, which includes the selected remedy for ground water contamination described in the Second Operable Unit ROD signed on September 28, 1990.

EE. "Secondary Settling Defendants" shall mean those Defendants listed in Appendix E to this Consent Decree.

FF. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

GG. "Settling Defendants" shall mean those parties other than the United States of America and the State who sign this Consent Decree, and shall include the Primary Settling Defendants, Secondary Settling Defendants, Direct User Buyout Settling Defendants and SCP Buyout Settling Defendants.

HH. "State" shall mean the New Jersey Department of Environmental Protection but shall not include any other State of New Jersey agencies or departments.

II. "Statement of Work" or "SOW" shall mean that document, attached hereto as Appendix B and incorporated as if fully set forth herein, which sets forth requirements for completion of the work required by this Consent Decree.

JJ. "United States" shall mean the United States of America.

KK. "U.S. EPA" or "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

LL. "U.S. DOJ" or "DOJ" means the United States Department of Justice.

MM. "Waste material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. §9601(14); (2) any "pollutant" or "contaminant" under Section 101(33) of CERCLA, 42 U.S.C. §9601(33); (3) any "hazardous waste" under Section 1004(5) of RCRA, 42 U.S.C. §6904(5); (4) any "Solid

Waste" under Section 1004(27) of RCRA, 42 U.S.C. 6903(27); or (5) any mixture containing any of the constituents listed in (1) through (4), above.

NN. "Work" shall mean all work and other activities required by this Consent Decree, including, but not limited to, the Remedial Design, Remedial Construction, Remedial Action, Operation and Maintenance of the Remedial Action Plan for the Lone Pine Landfill Site Second Operable Unit, in accordance with the SOW, the ROD, and any modifications thereto, schedules or plans required pursuant to this Consent Decree.

## VI.

### GENERAL PROVISIONS

#### A. Objectives of the Parties:

The objective of the Parties in entering into this Consent Decree is to protect public health, welfare and the environment from any releases or threatened releases of waste materials at and from the Site, by the implementation of the Work required by this Consent Decree.

#### B. Commitment of Settling Defendants:

1. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall be responsible, jointly and severally, to perform the Work.
2. Primary Settling Defendants and Secondary Settling Defendants shall be responsible, jointly and severally, to finance the Work.
3. Primary Settling Defendants and Secondary Settling Defendants shall be responsible, jointly and severally, to

reimburse the United States and the State for Response Costs as provided herein.

4. Direct User Buyout Settling Defendants and SCP Buyout Settling Defendants shall be responsible to finance the Work and to reimburse the United States for Response Costs as provided herein in accordance with the settlement agreement among the Settling Defendants.

5. As used in this Consent Decree, the term "and as applicable, Secondary Settling Defendants" shall mean those Secondary Settling Defendants who elect to participate in the performance of the Work in accordance with the settlement agreement among the Settling Defendants.

6. Any Settling Defendant may participate in more than one category of Settling Defendants (i.e., Primary, Secondary, Direct User Buyout and SCP Buyout). However, participation in one category of Settling Defendants and the fulfillment of the obligations of that category under this Consent Decree shall satisfy the requirements of this Consent Decree and confer protections under this Consent Decree only as to that category for which that Settling Defendant has fulfilled its obligations.

C. The Work shall be completed in accordance with the Performance Standards and specifications, and within the time periods, set forth in Section IX, the SOW, and the ROD.

D. Permits and Approvals:

1. All activities undertaken by the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, pursuant to this Consent Decree shall be undertaken in accordance

with the requirements of Section 121(e)(1) of CERCLA, 42 U.S.C. §9621(e), the NCP, 40 C.F.R. Part 300, and any amendments thereto, and all applicable Federal, State and local laws and regulations, subject to the requirements of CERCLA.

2. The United States has determined that no Federal, State or local permits shall be required for any portion of the Remedial Action conducted entirely on-site, including without limitation, reinjection of treated ground water. However, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall comply with applicable substantive requirements for on-site Work including, without limitation, all Federal and State discharge requirements. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall obtain for any off-site work arising out of the Work required by this Consent Decree all permits or approvals necessary under applicable Federal, State or local laws and shall submit timely applications and requests for any such permits and approvals.

3. This Consent Decree is not to be construed as, nor is it intended by the Parties to be, a permit issued pursuant to any Federal or State statute or regulation.

4. Notwithstanding approvals which may be granted by the United States, the State or other governmental entities, as between the Parties, the Primary Settling Defendants and Secondary Settling Defendants shall assume any and all liability to the extent caused by their acts or omissions or the acts or omissions of any of their contractors, subcontractors, or any other person acting on their behalf in the performance of the

Work as defined in this Consent Decree, or any and all liability to the extent caused by their failure to perform properly or completely the requirements of this Consent Decree.

5. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall include in all contracts or subcontracts entered into for work required under this Consent Decree, provisions stating that such contractors or subcontractors, including their agents and employees, shall perform all activities required by such contracts or subcontracts in compliance with this Consent Decree and all applicable laws and regulations.

6. The United States has determined that the obligations and procedures authorized under this Consent Decree are consistent with the authority of the United States to establish remedial measures for the Site.

E. The Court finds and the Parties agree that the Remedial Action Plan adopted in the ROD, as set forth in Appendix A, is consistent with the National Contingency Plan.

F. Compliance with Other Laws

1. In performing their obligations under this Consent Decree, the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall comply with all applicable Federal and State legal requirements, including those specified in the ROD.

2. The off-site transfer, treatment, storage, and disposal of Waste Materials removed from the Site by Settling Defendants shall be in compliance with Section 121(d)(3) of CERCLA, 42 U.S.C. §9621(d)(3); the NCP, and any amendments



thereto; the applicable requirements relating to off-site management under the RCRA; N.J.A.C. 7:26-1.1 et seq.; the standards applicable to generators and transporters of hazardous waste at 40 C.F.R. Parts 262 and 263, and the applicable State regulations; and the Revised Procedures for Planning and Implementing Off-site Response Actions, EPA Office of Solid Waste and Emergency Response, November 13, 1987.

## VII.

### ASSURANCE OF ABILITY TO COMPLETE WORK

A. Primary Settling Defendants shall demonstrate their ability to complete the Work and to pay all claims that arise in connection with performance of the Work by obtaining, and presenting to U.S. EPA for approval within ten (10) days of the lodging of this Consent Decree, one of the following: (1) an agreement creating a trust fund (2) a performance bond, or (3) an irrevocable letter of credit<sup>7/3/91</sup>

B. In lieu of any of the three items listed in Paragraph A of this Section, the Primary Settling Defendants may present to U.S. EPA and to each other, prior to the effective date of this Consent Decree, financial information sufficient to demonstrate that the Settling Defendants have a combined net worth of not less than fifty (50) million dollars. The Primary Settling Defendants may make such demonstration by utilizing their most recent audited financial statements, financial assurance information provided under RCRA or similar statute, or other existing information about the financial condition of the Defendants. U.S. EPA will make a determination of the adequacy<sup>7/13/91</sup>

of the financial assurance and will communicate that determination to the Primary Settling Defendants. A favorable determination by U.S. EPA shall render the assurance specified in Paragraph A of this Section unnecessary. After the initial submission, the Settling Defendants shall annually, on or before the anniversary of the entry of this Consent Decree, submit certification that the combined net worth of the Primary Settling Defendants has not fallen below fifty (50) million dollars. The Primary Settling Defendants may assert business confidentiality claims, and may, if warranted, receive confidentiality protection, covering part or all of the information provided pursuant to this Paragraph, in accordance with Paragraphs C and D of Section XXVI of this Consent Decree.

C. If at any time U.S. EPA determines that the financial assurance is inadequate, within twenty (20) days of receipt of written notice of such determination, Primary Settling Defendants shall obtain and present to U.S. EPA for approval one of the three financial assurance instruments specified in Paragraph A of this Section.

#### VIII.

##### DESIGNATED REPRESENTATIVES

A. 1. Within ten (10) days of the date on which this Consent Decree is lodged with the Court, U.S. EPA shall designate a Project Coordinator to monitor the progress of the Work and to coordinate communication between U.S. EPA and the Settling Defendants. The U.S. EPA may designate an alternate representative. U.S. EPA shall notify Primary Settling

Defendants and Secondary Settling Defendants of the name, address, and telephone number of its Project Coordinator.

2. Within ten (10) days of the date on which this Consent Decree is lodged with the Court, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall designate a Project Coordinator who shall not be an attorney engaged in the practice of law and who shall have the authority to supervise the implementation of the Work on behalf of Settling Defendants. The Settling Defendants may also designate an alternate Project Coordinator. 7/13/91

3. Within ten (10) days of the date on which this Consent Decree is lodged with the Court, Primary Settling Defendants and Secondary Settling Defendants shall notify U.S. EPA and the State in writing of the name, address, and telephone number of their Project Coordinator designated pursuant to this Section. 7/13/91

B. The U.S. EPA Project Coordinator shall have the authority lawfully vested in the Project Coordinator by the National Contingency Plan, 40 C.F.R Part 300, or any similar provision in any amendments or revisions to the NCP.

C. The U.S. EPA Project Coordinator shall have the authority to require a suspension of the performance of the Work or any other activity at the Site that may present or contribute to an imminent and substantial endangerment to public health, welfare, or the environment or may cause or threaten to cause the uncontrolled or unauthorized release of Hazardous Substances from the Site. Any dispute between the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, and U.S. EPA

over the propriety of the suspension of Work ordered by the U.S. EPA Project Coordinator may be resolved promptly through expedited dispute resolution by notice of a written statement of the issues in dispute to the Director of the Emergency and Remedial Response Division, U.S. EPA Region II, or his authorized representative. Within five days of such notice, U.S. EPA and the Settling Defendants shall confer. Should informal negotiations fail, then the issue may be referred to this Court for resolution. If the U.S. EPA Project Coordinator suspends the Work or any other activity at the Site, U.S. EPA may extend the compliance schedule of this Consent Decree as appropriate for a period of time equal to the time of the suspension of Remedial Action or other activities plus reasonable additional time for resumption of activities. U.S. EPA shall notify Settling Defendants in writing of any extension of time, and such extension shall not be unreasonably withheld.

D. The Project Coordinators do not have the authority to modify in any way the terms of this Consent Decree. The absence of the U.S. EPA Project Coordinator from the Site shall not delay or stop any portion of the Remedial Action.

E. U.S. EPA and the Primary Settling Defendants and Secondary Settling Defendants shall have the right to change their designated representatives by notifying the other Parties in writing. Primary Settling Defendants and Secondary Settling Defendants shall notify U.S. EPA and the State of any such change at least seven (7) days prior to the change.

F. The U.S. EPA Project Coordinator may assign other representatives, including, but not limited to, other United

States employees, contractors and subcontractors, to serve as their representatives for oversight of performance of daily operations during implementation of the Work.

G. The U.S. EPA Project Coordinator may authorize, in writing, field modifications to the studies, designs, techniques, or procedures undertaken or utilized in performing the Work required under this Consent Decree, provided that any such modifications are consistent with the ROD, and/or the SOW. Such field modifications shall not be deemed a modification within the meaning of Section XXX.

#### IX.

##### WORK TO BE PERFORMED

A. All Work to be performed by the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, pursuant to this Consent Decree shall be under the direction and supervision of a qualified professional engineer or technical expert, who shall not be an attorney engaged in the practice of law. The Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall select a reputable, qualified engineer or technical expert, who shall not be an attorney engaged in the practice of law, to direct and supervise the Work required by this Consent Decree, and shall notify U.S. EPA and the State, in writing, in accordance with the procedures set forth in Section XXVII, of the name, title and qualifications of any person or firm proposed to be used in carrying out such activities, within ten (10) days of lodging of this Consent 7/13/91

Decree. U.S. EPA shall have the right to disapprove of any such person or firm based on their professional qualifications.

B. Description of the Remedial Action:

1. In accordance with the Remedial Action Plan set forth in the ROD and the SOW, attached hereto as Appendix A and Appendix B, respectively, and incorporated by reference in this Consent Decree, the following work shall be performed by Primary Settling Defendants, and as applicable, other Settling Defendants:

i. Installation of a 2,800-foot long interceptor drain, keyed into the Hornerstown Formation and located approximately 100 feet from and parallel to the Manasquan River which will extract approximately 81 gallons per minute ("gpm") at equilibrium;

ii. Installation of 3 extraction and 24 injection wells screened in the Red Bank aquifer. The extraction wells will pump approximately 5 gpm each and the injection wells will operate at a rate of approximately 4 gpm each;

iii. Construction of an on-site wastewater treatment plant with a capacity of 100 gpm to treat the ground water captured by the interceptor drain and extraction wells to meet all Performance Standards, including, but not limited to, Applicable or Relevant and Appropriate Requirements ("ARARs"), such as federal and state Maximum Contaminant Levels ("MCLs");

iv. Construction of a recharge trench to discharge treated ground water in excess of the capacity of the injection wells during maintenance of the injection wells;

v. Long-term monitoring of the Water Table and Red Bank aquifers, and the Manasquan River, including additional sediment and biota studies;

2. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall:

i. Perform all Remedial Design, Remedial Construction, Remedial Action and O&M activities as required by the SOW and other activities as approved by EPA and as needed to implement the remedy;

ii. Perform all Work required by this Consent Decree in accordance with the standards, specifications and time periods, including Performance Standards, set forth in this Consent Decree, the SOW, and in the ROD;

iii. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall commence those tasks required by Paragraphs C, D and E of the SOW within seven (7) days of the date of lodging of this Consent Decree.

iv. The entry of this Consent Decree by the Court shall be deemed a prerequisite event for activities conducted pursuant to Paragraphs G, H and I of the SOW.

#### X.

##### SITE ACCESS, SAMPLING, DOCUMENT AVAILABILITY

A. To the extent that the Site or other areas where Work is to be performed is presently owned or controlled by parties other than those bound by this Consent Decree, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall use best efforts to obtain access agreements from such

persons within thirty (30) days of entry of this Consent Decree for purposes of implementing the requirements of this Consent Decree. Such agreements shall provide access for U.S. EPA, the State and authorized representatives of U.S. EPA and the State.

B. If Primary Settling Defendants, and as applicable, Secondary Settling Defendants, are unable to obtain the access agreements within thirty (30) days of the entry of this Consent Decree or within thirty (30) days of the date that U.S. EPA determines in writing to Primary Settling Defendants, and as applicable, Secondary Settling Defendants, that additional access beyond that previously secured is necessary, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall promptly notify U.S. EPA and the State of the inability to obtain access including a description of all efforts made to obtain such access. U.S. EPA may, in its discretion, after receiving such notice, thereupon use its statutory authority or other means to obtain such access. All necessary costs incurred by the United States to gain access to the Site or other areas where work is to be performed, shall be Oversight Response Costs for which Primary and Secondary Settling Defendants shall be liable.

C. During the effective period of this Consent Decree, the United States, the U.S. EPA and their representatives, including contractors, and the State and its representatives, including contractors, shall have access at all times to the Site and any property to which access is required for implementation of this Consent Decree, free of interference from the Settling Defendants, for purposes of conducting any activity authorized by



this Consent Decree or by applicable law, including, but not limited to:

1. Monitoring the Work or any other activities taking place at or in connection with the Site;
2. Verifying any data or information submitted to U.S. EPA or the State;
3. Conducting investigations related to contamination at or near the Site;
4. Obtaining samples at the Site;
5. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents;
6. Assessing the Primary Settling Defendants', and as applicable, Secondary Settling Defendants', compliance with this Consent Decree; and
7. Assessing the need for or planning and implementation of additional response actions at or near the Site.

D. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, and Plaintiffs shall make available to each other the validated results of all sampling and/or tests or other data generated by such Primary Settling Defendants, and as applicable, Secondary Settling Defendants, or Plaintiffs with respect to the implementation of this Consent Decree. Upon request by U.S. EPA or the State, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall promptly provide U.S. EPA and the State with any unvalidated results of all sampling and/or tests or other data

generated by Primary Settling Defendants, and as applicable, Secondary Settling Defendants, with respect to implementation of this Consent Decree.

E. Upon request, the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall provide split or duplicate samples to Plaintiffs or allow split or duplicate samples to be taken by Plaintiffs, or their authorized representatives, of any samples collected by Primary Settling Defendants, and as applicable, Secondary Settling Defendants, pursuant to the implementation of this Consent Decree. In addition, Plaintiffs shall have the right to take any additional samples they deem necessary. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, or their authorized representatives, on request shall be allowed to take split or duplicate samples taken by Plaintiffs.

F. Except in an emergency, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall notify Plaintiffs not less than ten (10) days in advance of any sample collection activity.

G. Nothing in this Consent Decree shall be construed to limit the Plaintiffs' rights of access or rights to obtain information pursuant to applicable law.

## XI.

### QUALITY ASSURANCE/QUALITY CONTROL

A. The Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall prepare, submit for U.S. EPA approval, and adhere to a U.S. EPA-approved Quality

Assurance/Quality Control Plan ("QA/QC Plan") for the Work, including O&M activities.

B. The Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall utilize standard U.S. EPA chain of custody procedures, as set forth in the National Enforcement Investigations Center Policies and Procedures Manual, as revised in November, 1984, and the National Enforcement Investigations Center Manual for the Evidence Audit, published in September, 1981, and any updates, for all sample collection and analysis activities.

C. The Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall use QA/QC procedures in accordance with the QA/QC Plan submitted to and approved by U.S. EPA pursuant to this Consent Decree and for all samples collected pursuant to this Consent Decree, the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall ensure that:

1. All contracts with laboratories utilized by the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, for analysis of samples taken pursuant to this Consent Decree provide access for U.S. EPA and State personnel and their authorized representatives to assure the accuracy of laboratory results.

2. Any laboratories utilized by the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, for analysis of samples taken pursuant to this Consent Decree perform all analyses according to methods approved in writing by U.S. EPA. Accepted U.S. EPA methods are documented in the "Contract

Laboratory Program Statement of Work for Inorganic Analysis" and the "Contract Laboratory Program Statement of Work for Organic Analysis," dated December, 1987 and February, 1988, respectively.

3. Any laboratories utilized by the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, for analysis of samples taken pursuant to this Consent Decree shall participate in an U.S. EPA or U.S. EPA equivalent QA/QC program.

## XII.

### REPORTING REQUIREMENTS

A. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall submit to U.S. EPA and the State monthly written progress reports by the tenth day of every month following the date of lodging of this Consent Decree, provided that, after U.S. EPA certification of completion pursuant to Section XV of this Consent Decree, the progress reports shall be submitted quarterly rather than monthly. For each calendar month, or other period covered by the report, the progress reports shall:

1. Describe all actions which have been taken toward achieving compliance with this Consent Decree during the prior month;

2. Describe any violations of this Consent Decree and other problems encountered during the prior month;

3. Describe all corrective actions taken in response to any violations or problems which occurred during the prior month;

4. Include the results of all sampling, tests and other data received or generated by Primary Settling Defendants and/or Secondary Settling Defendants or their contractors or agents during the course of implementing the Work;

5. Describe all plans, actions and data which are scheduled for the next two months and any other information relating to the progress of construction;

6. Include information regarding the percentage of completion; and

7. Include information regarding all delays encountered or anticipated that may affect the future schedule for performance of the Work, and all efforts made to mitigate delays or anticipated delays.

B. If the date for submission of any item or notification required by this Section falls upon a weekend or Federal holiday, the time period for submission of that item or notification is extended to the next working day following the weekend or holiday.

C. U.S. EPA will notify Primary Settling Defendants and Secondary Settling Defendants in writing if U.S. EPA determines that a progress report is incomplete or deficient. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall make the necessary revisions and resubmit the revised progress report with the next scheduled progress report or, if the next scheduled progress report is due less than seven (7) days following Primary Settling Defendants' and Secondary Settling Defendants' receipt of the notice of deficiency, with the subsequently scheduled progress report.

D. 1. Upon the occurrence of any incident during performance of the Work which requires reporting to the National Response Center, pursuant to Section 103 of CERCLA, 42 U.S.C. §9603, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall notify the U.S. EPA Project Coordinator promptly.

2. If the U.S. EPA Project Coordinator is unavailable, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall promptly notify the U. S. EPA Response and Prevention Branch, Region II at (201) 548-8730, in addition to the reporting required by Section 103 of CERCLA, 42 U.S.C. §9603.

3. Within ten (10) days of the onset of such an incident, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall submit to U.S. EPA a written report setting forth the events which occurred and the measures taken and to be taken in response thereto.

4. Within twenty (20) days of the conclusion of such an incident, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall submit a report to U.S. EPA setting forth all actions taken in response thereto.

### XIII.

#### ADDITIONAL WORK

A. If U.S. EPA determines or if the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, determine that additional work, additional remedial design and/or additional response action (collectively "Additional Work") is

necessary to meet the requirements of the Remedial Action Plan selected in the ROD, and/or the SOW, including the Performance Standards, written notice of such Additional Work shall be provided by U.S. EPA or the Primary Settling Defendants, and as applicable, Secondary Settling Defendants. Any such Additional Work which Primary Settling Defendants, and as applicable, Secondary Settling Defendants, determine to be necessary is subject to approval by U.S. EPA in accordance with the procedures set forth in Paragraph C of this Section.

B. If U.S. EPA determines or if the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, determine that Additional Work beyond the ROD, the Remedial Action Plan and/or the SOW is necessary, written notice of such Additional Work shall be provided by U.S. EPA or the Primary Settling Defendants, and as applicable, Secondary Settling Defendants. Upon written mutual agreement of U.S. EPA and the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, such Additional Work shall be implemented by the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, upon approval by U.S. EPA, in accordance with the procedures set forth in Paragraph C of this Section.

C. Additional Work within Paragraphs A or B of this Section may be incorporated in this Consent Decree and implemented by the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, as a requirement of this Consent Decree in accordance with the following procedure:

1. Unless otherwise notified in writing by U.S. EPA, Primary Settling Defendants, and as applicable, Secondary

Settling Defendants, shall submit a work plan, which shall include a schedule for implementation of the Additional Work, to U.S. EPA and the State within thirty (30) days of receipt of the written notice referred to in Paragraph A of this Section, or the written mutual agreement referred to in Paragraph B of this Section.

2. U.S. EPA shall approve or disapprove the work plan, consistent with the requirements of this Consent Decree.

3. If U.S. EPA disapproves the work plan, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall submit to U.S. EPA and the State a revised work plan pursuant to the provisions of Section XVII of this Consent Decree.

4. Upon approval by U.S. EPA, any new or revised work plan shall be incorporated by reference in this Consent Decree, and shall be implemented by Primary Settling Defendants, and as applicable, Secondary Settling Defendants. A failure to comply with the new or revised work plan shall be deemed a violation of this Consent Decree.

D. Any Additional Work not within the Remedial Action Plan and the requirements of the SOW may not be incorporated in this Consent Decree except in accordance with this Section; provided, however that nothing in this Section shall be construed to relieve the Settling Defendants of their obligations to meet and maintain compliance with the requirements of this Consent Decree, nor impair the rights of U.S. EPA or the State pursuant to the reservations in Paragraphs D, E, F, and G of Section XXIV,



Covenant Not to Sue, to require additional work in a subsequent judicial or administrative action.

#### XIV.

##### ENDANGERMENT AND FUTURE RESPONSE

A. If any action or occurrence during the performance of the Work causes or threatens to cause a release of a Waste Material that constitutes an emergency event or that may present an imminent and substantial endangerment to the public health or welfare or the environment, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall immediately take all appropriate action to prevent, abate or minimize such release or endangerment, and shall immediately notify the U.S. EPA Project Coordinator or, in the event of his or her unavailability, the U.S. EPA Response and Prevention Branch in Edison, New Jersey at (201) 548-8730.

B. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall respond to such action or occurrence in accordance with the provisions of the Health and Safety/Contingency Plans developed and approved pursuant to this Consent Decree.

C. 1. If Primary Settling Defendants, and as applicable, Secondary Settling Defendants, fail to take appropriate response action, and U.S. EPA takes such response action, Primary Settling Defendants and Secondary Settling Defendants shall reimburse U.S. EPA for the costs of such response action.

2. Payment of such response costs shall be made in the manner described in Section XIX, as applicable, within thirty

(30) days of Primary Settling Defendants' and Secondary Settling Defendants' receipt of a demand for payment and an accounting of the costs incurred.

D. Nothing in this Section shall be deemed to limit the power and authority of U.S. EPA, the State, or this Court to take, direct or order all appropriate action to protect human health and/or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances at or from the Site.

XV.

CERTIFICATION OF COMPLETION OF THE WORK

A. Within forty (40) days of completion of the Remedial Action, as set forth in the SOW, including receipt by Settling Defendants of all necessary data and documentation, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall submit to U.S. EPA and the State a Notice of Completion and Final Report for Remedial Action, as specified in Paragraph H of the SOW, prepared and signed by a State-licensed Professional Engineer certifying that all such activities have been completed in full satisfaction of the requirements of this Consent Decree.

B. The report shall include documentation of compliance with and completion of the requirements of this Consent Decree. The report shall also include the following certification statement signed by a responsible corporate officer on behalf of each Primary Settling Defendant, and as applicable, Secondary Settling Defendant:

"I certify that the information contained in or accompanying this report is true, accurate and complete to the best of my knowledge and belief. As to those identified portions of this report for which I cannot personally verify their truth and accuracy, my certification is based on the information (attached hereto) supplied by the agents and contractors acting on behalf of the Settling Defendants."

C. 1. If U.S. EPA determines that the Work or any portion thereof has not been completed in accordance with the standards and specifications set forth in this Consent Decree, the ROD, the SOW, the Remedial Design, and any additional plan or report which may be required pursuant to this Consent Decree, U.S. EPA shall notify Settling Defendants in writing of those tasks which must be performed to complete the Work.

2. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall then implement the specified activities and tasks in accordance with the specifications and schedules established by U.S. EPA and shall then submit to U.S. EPA and the State a further report and certification, signed by a licensed professional engineer, within fifteen days after completion of the specified activities and tasks.

D. Any portion of the Work performed pursuant to this Consent Decree shall not be deemed complete until it has been reviewed by U.S. EPA and approved by U.S. EPA in writing.

E. After U.S. EPA determines that the Remedial Action has been fully completed by Primary Settling Defendants, and as applicable, Secondary Settling Defendants, U.S. EPA shall certify full completion in writing. This certification shall constitute the certification of completion of the Work for purposes of this Consent Decree.

## XVI.

U.S. EPA PERIODIC REVIEW TO ASSURE  
PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT

A. Pursuant to Section 121(c) of CERCLA, 42 U.S.C. §9621(c), and any applicable regulations, U.S. EPA shall review the Remedial Action at the Site at least every five (5) years after the entry of this Consent Decree to assure that human health and the environment are being protected by the Remedial Action being implemented, with respect to the contamination addressed by the Work required under this Consent Decree.

B. If upon such review, U.S. EPA determines that further response action in accordance with Sections 104 or 106 of CERCLA, 42 U.S.C. §9604 or §9606, is appropriate at the Site, then subject to Section XXIV, Covenant Not to Sue, the U.S. EPA may take or require such action in a subsequent Administrative or Judicial proceeding, or, if appropriate, pursuant to Section XIII, require Primary Settling Defendants, and as applicable, Secondary Settling Defendants, to undertake such action. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, reserve any rights they may have, consistent with the terms of this Consent Decree, to contest any such action.

C. The State may review the Remedial Action at the Site periodically after the entry of this Consent Decree to assure that human health and the environment are being protected by the Remedial Action being implemented.

## XVII.

PLANS, REPORTS AND OTHER ITEMS REQUIRING AGENCY APPROVAL

A. If U.S. EPA disapproves any plan, report (other than a progress report covered by Section XII), or other item required to be submitted to U.S. EPA for approval pursuant to this Consent Decree, including any work plan for Additional Work submitted pursuant to Section XIII, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall have ten (10) days from receipt of the written notice of such disapproval plus additional time necessary for field work, as determined by U.S. EPA, to correct any deficiencies and resubmit the plan, report or other item for approval, unless a shorter or longer period is specified in the notice or in another Section of this Consent Decree.

B. Any notice of disapproval from U.S. EPA shall include an explanation of why the plan, report or other item is being disapproved. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall address each of U.S. EPA's comments and resubmit the previously disapproved plan, report, or other item along with the required changes to U.S. EPA within the time period set forth above.

C. If U.S. EPA determines that any such plan, report, or other item required under this Consent Decree is not adequately revised by Primary Settling Defendants, and as applicable, Secondary Settling Defendants, in the subsequent submittal, including a failure to correct any deficiencies identified by U.S. EPA, Primary Settling Defendants, and as applicable,

Secondary Settling Defendants, shall be deemed in violation of this Consent Decree.

D. If a submittal or portion thereof is disapproved after its resubmittal by Primary Settling Defendants, and as applicable, Secondary Settling Defendants, U.S. EPA shall in its discretion amend or develop the submittal unilaterally.

#### XVIII.

##### INSURANCE AND INDEMNIFICATION

A. The United States and the State do not assume any liability by entering into this agreement or by virtue of any designation of Primary Settling Defendants, and as applicable, Secondary Settling Defendants, as EPA's authorized representatives under Section 104(e) of CERCLA. Primary Settling Defendants and Secondary Settling Defendants shall indemnify, save and hold harmless the United States, the State and their officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from, or on account of, acts or omissions of Primary Settling Defendants, and as applicable, Secondary Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree, including, but not limited to, any claims arising from any designation of Primary Settling Defendants, and as applicable, Secondary Settling Defendants, as EPA's authorized representatives under Section 104(e) of CERCLA. Further, the Primary Settling Defendants and Secondary Settling

Defendants agree to pay the United States and the State all costs they incur including, but not limited to, attorneys fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States or the State based on acts or omissions of Primary Settling Defendants, and as applicable, Secondary Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree. Neither the United States nor the State shall be held out as a party to any contract entered into by or on behalf of Primary Settling Defendants, and as applicable, Secondary Settling Defendants, in carrying out activities pursuant to this Consent Decree. Neither the Settling Defendants nor any such contractor shall be considered an agent of the United States or the State.

B. Primary Settling Defendants and Secondary Settling Defendants shall indemnify, save and hold harmless the United States, the State, and U.S. EPA with respect to any claims for damages or reimbursement, for set-off of any payments made or to be made from or on account of any contract, agreement, or arrangement between Primary Settling Defendants and Secondary Settling Defendants and any person for performance of Work relating to the Site including, but not limited to, claims on account of construction delays.

C. Prior to commencing any on-site work, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, or their Contractors and Subcontractors together shall secure, and shall maintain for the duration of this Consent Decree,

Automobile Liability Insurance, including bodily injury liability and property damage liability with a minimum of one million dollars (\$1,000,000) for each person and each occurrence; Comprehensive General Liability Insurance which includes, but is not necessarily limited to, coverage for contractual liability, property damage and bodily injury with coverage of five million dollars (\$5,000,000) combined single limit; or reasonable alternative coverage, including self-insurance. The United States, the State, and U.S. EPA shall be named as additional insureds.

D. Prior to the commencement of any on-site work, U.S. EPA and the State shall be provided with certificates evidencing the insurance coverage or documentation of alternative coverage required by Paragraph C of this Section.

E. For the duration of this Consent Decree, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall guarantee or ensure that their contractors and subcontractors are in full compliance with all applicable workers' compensation laws and regulations for all persons performing work on behalf of Settling Defendants in furtherance of this Consent Decree.

F. Prior to commencement of Work under this Consent Decree, the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall provide U.S. EPA and the State with the certificates of insurance evidencing the foregoing coverage and a copy of each insurance policy. If Primary Settling Defendants, and as applicable, Secondary Settling Defendants, demonstrate by satisfactory evidence that any



contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, Primary Settling Defendants and Secondary Settling Defendants may provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

## XIX.

REIMBURSEMENT OF RESPONSE COSTS

A. Within thirty (30) days of the effective date of this Consent Decree, Settling Defendants shall:

1. Pay to the United States \$561,267.59, in the form of a certified check or checks made payable to "EPA Hazardous Substances Superfund," and referencing the Lone Pine Landfill Superfund Site and the title and docket number of this action, in reimbursement of Past Response Costs incurred by the United States. The Settling Defendants shall forward the certified check or checks to:

EPA Region 2  
Attn: Superfund Accounting  
P.O. Box 360188M  
Pittsburgh, PA 15251

and shall send copies of the check or checks to the United States as specified in Section XXVII (Notices).

2. Pay to ATSDR \$170.27, plus the accumulated interest on that amount calculated from the date of lodging of this Consent Decree, in accordance with Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). Such payment shall be for cost incurred by

ATSDR prior to the date of lodging of this Consent Decree in performing health assessments for the Site in accordance with Section 104(i)(6)(A) of CERCLA 42 U.S.C. § 9604(i)(6)(A).

Payment to ATSDR shall be made by mailing a certified check made payable to "Agency for Toxic Substances and Disease Registry," referencing the Lone Pine Landfill Superfund Site and the Civil Action Number of this matter, to the address specified in Paragraph A.1. of this Section. Copies of the certified check shall be sent to U.S. DOJ and U.S. EPA, in accordance with Section XXVII, and to ATSDR, attention: Management Analyst, 1600 Clifton Road, MS F-38, Atlanta, Georgia 30333.

3. Pay to the State \$10,714.00 in the form of a certified check or checks made payable to the "Treasurer, State of New Jersey," in reimbursement of Past Response Costs incurred by the State. The Settling Defendants shall send the certified check or checks to:

Neal Brody, Deputy Attorney General  
Division of Law  
401 East State Street  
Trenton, New Jersey 08625

B. Settling Defendants shall reimburse the United States and the State for all Oversight Response Costs not inconsistent with the National Contingency Plan incurred by the United States and the State. The United States and the State will each send Settling Defendants a bill requiring payment with a cost summary which includes all direct and indirect costs incurred by the United States or the State and their contractors, on a periodic basis. EPA's certified Agency Financial Management System

summary data (SPUR) reports, or such other summary as certified by EPA, may serve as the basis for any such bill sent by U.S. EPA. After receipt of the bill, the Settling Defendants shall have the right to inspect documentation that describes and supports the response actions taken by the United States and accounts for the costs incurred during each response action. Settling Defendants shall make all payments within thirty (30) days of Settling Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph C, below. The Settling Defendants shall make all payments required by this Paragraph in the manner described in Paragraph A, above.

C. Settling Defendants may contest payment of any Oversight Response Costs under Paragraph B, above, if they determine that the United States or the State has made an accounting error or if they allege that a cost item that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within thirty (30) days of receipt of the bill and must be sent to the United States (if the United States' accounting is being disputed) or the State (if the State's accounting is being disputed) pursuant to Section XXVII (Notices). Any such objection shall specifically identify the contested Oversight Response Costs and the basis for objection. In the event of an objection, the Settling Defendants shall within the 30-day period pay all uncontested Oversight Response Costs to the United States or the State in the manner described in Paragraph A, above. Simultaneously, the Settling Defendants shall establish an interest-bearing escrow account in a bank duly chartered in the State of New Jersey and remit to

that escrow account funds equivalent to the amount of the contested Oversight Response Costs. The Settling Defendants shall send to the United States and the State, as provided in Section XXVII (Notices), a copy of the transmittal letter and check paying the uncontested Oversight Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, the Settling Defendants shall initiate the Dispute Resolution procedures in Section XXI (Dispute Resolution). If the United States or the State prevails in the dispute, within five (5) days of the resolution of the dispute, the Settling Defendants shall direct the escrow holder to remit the escrowed monies (with accrued interest) to the United States or the State, if State costs are disputed, in the manner described in Paragraph A, above. If the Settling Defendants prevail concerning any aspect of the contested costs, the Settling Defendants shall direct the escrow holder to remit payment for that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States or the State, if State costs are disputed, in the manner described in Paragraph A, above; Settling Defendants shall be disbursed the balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XXI (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the

Settling Defendants' obligation to reimburse the United States and the State for their Oversight Response Costs.

D. In the event that the payments required by Paragraph A, above, are not made within thirty (30) days of the effective date ✓ of this Consent Decree or the payments required by Paragraph B, above, are not made within thirty (30) days of the Settling Defendants' receipt of the bill, Settling Defendants shall pay interest on the unpaid balance at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. 9607(a). The interest on Past Response Costs shall begin to accrue thirty (30) days after the effective date of this Consent Decree. The interest on Oversight Response Costs shall begin to accrue thirty (30) days after the Settling Defendants' receipt of the bill. Payments made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiffs by virtue of Settling Defendants' failure to make timely payments under this Section.

E. Any payments made by Settling Defendants pursuant to this Section do not constitute penalties, fines or monetary sanctions.

XX.

FORCE MAJEURE

A. For purposes of this Consent Decree, force majeure shall mean any act of God, any delay which results from inability to secure access to the Site if the cause of such inability is not within the control of the Primary Settling Defendants, and as applicable Secondary Settling Defendants, any delays caused by a

failure on the part of U.S. EPA to complete in a timely manner a review of plans and reports, or any other cause or event attributable to unforeseen circumstances beyond the control of Primary Settling Defendants, and as applicable, Secondary Settling Defendants, and of any entity controlled by Primary Settling Defendants, and as applicable, Secondary Settling Defendants, including their contractors and subcontractors, which delays or prevents the performance of any obligation under this Consent Decree. Force majeure shall not include unanticipated or increased costs or expenses, financial incapacity of the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, or nonattainment of the goals and standards set forth herein or in the ROD, the SOW, or in plans or other documents prepared by Primary Settling Defendants, and as applicable, Secondary Settling Defendants, and approved pursuant to this Consent Decree.

B. When circumstances occur which are likely to delay the completion of any phase of the Work, or delay access to the Site or to any property on which any part of the Work is to be performed, whether or not caused by a force majeure, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall notify the U.S. EPA Project Coordinator orally or in writing of such circumstances within twenty-four (24) hours of their occurrence, or in the event of his or her unavailability, the Chief of the New Jersey Superfund Branch II of the Emergency and Remedial Response Division of U.S. EPA Region II or his or her authorized representative. If such notification must occur after working hours, on a weekend or

holiday, notification shall be provided to the U.S. EPA Response and Prevention Branch in Edison, New Jersey at (201) 548-8730.

C. Within five (5) days of when Primary Settling Defendants, and as applicable, Secondary Settling Defendants, first become aware or should have become aware of the event which they contend is responsible for the delay, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall supply to Plaintiffs, in writing, an explanation of the cause of any actual or anticipated delay or noncompliance, the anticipated or actual duration of such delay, the measures taken and/or to be taken by Primary Settling Defendants, and as applicable, Secondary Settling Defendants, to prevent or minimize the delay or correct the noncompliance, and the timetable for implementation of such measures. Such notice shall be accompanied by all available pertinent documentation including, but not limited to, third party correspondence.

D. Failure to give timely written notice to U.S. EPA in accordance with this Section shall constitute a waiver of any claim of force majeure.

E. If Primary Settling Defendants, and as applicable, Secondary Settling Defendants, claim and U.S. EPA agrees, or the Court determines pursuant to Section XXI of this Consent Decree, that a delay or noncompliance is or was attributable to a force majeure event, U.S. EPA shall modify the affected plans or schedules incorporated into this Consent Decree and/or other relevant documents to provide such additional time as may be necessary to complete the specific phase of the Work and/or any succeeding phase of the Work affected by such delay, with such

additional time not to exceed the actual duration of the delay resulting from the force majeure, and if agreed to by the Parties, such additional time as may be necessary for the resumption of work.

F. U.S. EPA's determination that a delay in achieving any milestone established by this Consent Decree, and/or other relevant documents, is or was attributable to force majeure shall not excuse delay in achievement of a subsequent milestone unless U.S. EPA makes a written determination excusing delay on the subsequent milestone.

G. In any proceedings in connection with a dispute regarding a delay in performance or other noncompliance, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall have the burden of proving (1) that the delay or noncompliance is or was caused by a force majeure, (2) that the amount of additional time requested is necessary to compensate for such event, and (3) that additional time is essential with respect to a subsequent milestone.

## XXI.

### DISPUTE RESOLUTION

A. As required by Section 121(e)(2) of CERCLA, 42 U.S.C. §9621(e)(2), the Parties shall attempt to resolve expeditiously and informally any disagreements concerning implementation of this Consent Decree and any Work required hereunder.

B. In the event that any dispute between U.S. EPA and the Settling Defendants arising under this Consent Decree is not resolved through informal negotiations within thirty (30) days



from the date the dispute arises, or within such other longer time as agreed by the parties involved, the position advanced by U.S. EPA shall be considered binding, unless within five (5) days after the negotiation period ends, the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, consistent with Section XIX herein where applicable to disputes concerning reimbursement of Response Costs, invoke the dispute resolution procedures of this Section by providing written notice to the Plaintiffs.

C. Within ten (10) days of the service of notice of dispute pursuant to Paragraph B of this Section, the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall serve on the United States and the State a written statement of the issues in dispute, the relevant facts upon which the dispute is based, the factual data, analysis or opinion supporting their position, and all supporting documentation on which they rely ("Statement of Position"). U.S. EPA shall serve its Statement of Position, including supporting documentation, no later than ten (10) days after receipt of the Primary Settling Defendants', and as applicable, Secondary Settling Defendants', Statement of Position. In the event that these ten day time periods for exchange of Statements of Position may cause a delay in the Work, they may be shortened by agreement or to a reasonable period which cannot be less than one business day after receipt of written notice by U.S. EPA.

D. An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall

include the written notice of the dispute, the Statements of Position served pursuant to the preceding paragraphs, and any other submission served on the parties involved.

E. Upon review of the administrative record, the Director of the Emergency and Remedial Response Division, U.S. EPA, Region II, shall issue a final decision and order resolving the dispute. This order shall be enforceable administratively pursuant to Section 121(e)(2) of CERCLA, subject to the rights of judicial review set forth in the following Paragraph F.

F. Until the date of termination of this Consent Decree, any decision and order of U.S. EPA pursuant to the preceding Paragraph E shall be reviewable by this Court, provided that a petition is filed with this Court within ten (10) days of receipt of U.S. EPA's decision and order.

G. The filing of a notice of dispute pursuant to Paragraph B or a petition pursuant to Paragraph F, and proceedings under either, shall not automatically extend or postpone any obligation of the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, under this Consent Decree, except that payment of stipulated penalties with respect to the disputed matter shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that Primary Settling Defendants, and as applicable, Secondary Settling Defendants, do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XXII.

H. In proceedings concerning any dispute relating to the selection, extent, or adequacy of any aspect of the Work, the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall have the burden of demonstrating, on the administrative record as defined in Paragraph D of this Section, that the position of U.S. EPA is arbitrary and capricious or otherwise not in accordance with law. For purposes of this Paragraph, the adequacy of any aspect of the Work includes (1) the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by U.S. EPA under this Consent Decree; and (2) the adequacy of Work performed pursuant to this Consent Decree. For any other dispute arising under this Consent Decree, the Court shall determine the appropriate standard and scope of review under applicable law. In proceedings on any dispute, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall have the burden of coming forward with evidence and the burden of persuasion on factual issues.

I. The dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under and with respect to this Consent Decree and shall apply to all provisions of this Consent Decree, unless otherwise provided herein. However, notwithstanding any other provision of this Section XXI, any decision by U.S. EPA to approve or disapprove any proposed modifications of the Remedial Action Plan as contemplated by Paragraph B of the SOW shall be final and shall not be subject to the provisions of this Section nor to judicial review.

## XXII.

STIPULATED PENALTIES

A. Except as provided in Section XX, Force Majeure, and the following Paragraphs of this Section, in the event that Settling Defendants fail to comply with any of the following requirements of this Consent Decree, the Primary Settling Defendants shall pay Stipulated Penalties to the United States as provided in this Section after the entry of this Consent Decree with this Court for each day they fail to comply with such requirement:

1. provision of assurance of ability to complete work;
2. submission, and if necessary, revision and resubmission of the Remedial Design Work Plan;
3. performance of the Remedial Design in accordance with the Remedial Design Work Plan;
4. submission, and if necessary, revision and resubmission of the Remedial Design Investigation Report;
5. submission, and if necessary, revision and resubmission of the Remedial Design Reports;
6. award of contract(s) for Remedial Construction;
7. submission and, if necessary, revision and resubmission of the Site Management Plan for Remedial Construction;
8. performance of the Remedial Construction in accordance with the Remedial Design and the Site Management Plan for Remedial Construction;
9. submission and, if necessary, revision and resubmission of the Notice of Completion for Remedial Construction and the Final Report for Remedial Construction;

10. submission and, if necessary, revision and resubmission of the Remedial Action Work Plan;
11. performance of the Remedial Action in accordance with the Remedial Action Work Plan;
12. submission and, if necessary, revision and resubmission of the Notice of Completion and Final Report for Remedial Action;
13. submission and, if necessary, revision and resubmission of the Draft O & M Manual;
14. any violation as specified in Paragraph C of Section XVII of this Consent Decree.
15. implementation of any Additional Work in accordance with a work plan submitted by Settling Defendants and approved by U.S. EPA pursuant to Section XIII of this Consent Decree;

B. The Primary Settling Defendants shall be jointly and severally liable to pay to the United States stipulated penalties in the following amounts for each day of each violation of any requirement specified in Paragraph A of this Section: ✓

<u>Period of Noncompliance</u>	<u>Penalty per Violation Per Day</u>
1st thru 7th day	\$ 1,000
8th thru 14th day	\$ 2,000
15th thru 29th day	\$ 3,500
30th thru 44th day	\$ 5,000
45th thru 59th day	\$ 7,500
60th day and beyond	\$15,000

C. The Primary Settling Defendants shall pay to the United States stipulated penalties in the amount of \$750.00 per day for each day that the Settling Defendants fail to:

1. designate and notify U.S. EPA and the State of their selected Project Coordinator;
2. select and notify U.S. EPA and the State of their qualified professional engineer or scientist;
3. comply with the reporting requirements set forth in Section XII; and/or
4. meet any requirement for any payment of Past Response Costs, Oversight Response Costs, ATSDR costs, stipulated penalties, or interest required hereunder.

D. The Primary Settling Defendants shall pay to the United States stipulated penalties in the amount of \$500.00 per day for each day that the Settling Defendants fail to meet any deadline, time limit or scheduling milestone established under this Consent Decree not specifically referred to in Paragraphs A or C of this Section.

E. Stipulated penalties shall begin to accrue on the day that performance is due or a noncompliance occurs, and shall continue to accrue through the final day of correction of the noncompliance. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

F. Nothing in this Consent Decree shall be construed to prevent U.S. EPA from waiving imposition of all or part of any stipulated penalties.

G. All penalties due to the United States under this Section shall be payable within thirty (30) days of Primary Settling Defendants' receipt of a notification of non-compliance by U.S. EPA and a written demand stating the amount of penalty due. Penalties shall accrue from the date of violation regardless of whether U.S. EPA has notified Primary Settling Defendants of a violation, except that penalties for any violation pursuant to Paragraph A.10. of this Section shall begin to accrue on the day following Primary Settling Defendants' receipt of notice of such a violation. Interest shall begin to accrue on the unpaid balance at the end of the thirty (30) day period.

H. Pursuant to 31 U.S.C. §3717, interest shall accrue on any amounts overdue under this Section at a rate established by the Department of Treasury for any period of such delinquency. A handling charge shall be assessed at the end of each thirty (30) day late period, and a six (6) percent per annum penalty charge shall be assessed if the penalty is not paid within ninety (90) days of the due date.

I. Stipulated penalties due to the United States shall be paid by certified check made payable to the "Hazardous Substance Response Trust Fund" and shall contain Primary Settling Defendants' complete address, the Site name, and this civil action number. All checks shall be mailed to U.S. EPA Region II, Attention: Superfund Accounting, P.O. Box 360188M, Pittsburgh, Pennsylvania 15251. A copy of the certified check shall be sent to the Office of Regional Counsel, U.S. EPA, Region II, 26

Federal Plaza, New York, New York, 10278, Attention: Lone Pine Landfill Superfund Site Attorney.

J. Neither the filing of a notice nor a petition to resolve a dispute nor the payment of penalties shall alter in any way Settling Defendants' obligations under this Consent Decree.

K. No payments made under this Section shall be deductible for federal or state income tax purposes.

L. The stipulated penalties due from Primary Settling Defendants in accordance with this Section shall be in addition to any other remedies, sanctions, or penalties which may be available to the United States or the State of New Jersey or their agencies or departments by reason of Primary Settling Defendants', and as applicable, Secondary Settling Defendants', failure to comply with requirements of this Consent Decree, except that the United States agrees not to seek both stipulated penalties and penalties pursuant to Section 109 of CERCLA, 42 U.S.C. 9609, for the same violation.

M. The U.S. EPA and the Settling Defendants will regularly confer with each other about the progress of the Work and problems in meeting any deadlines under this Consent Decree. Any failure to confer is not a defense to Stipulated Penalties.

N. Primary Settling Defendants may dispute whether a violation occurred, whether the violation is subject to the penalty amount of Paragraph B, Paragraph C, or Paragraph D of this Section, and the number of days of such violation by invoking the Dispute Resolution provisions of this Consent Decree within twenty (20) days of receipt of U.S. EPA's demand for payment of stipulated penalties.



## XXIII.

CONTRIBUTION PROTECTION

A. Settling Defendants are entitled to protection from contribution claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. §9613(f)(2), with respect to any claim for Covered Matters as defined in Paragraph B of Section XXIV, relating to the Site that is asserted or may be asserted by a party not a signatory to this Consent Decree against a Settling Defendant.

B. The Court expressly finds that the settlement reached with the Settling Defendants was at arm's length and is in good faith, is a fair settlement of the liability of the Settling Defendants, and is in the public interest. Pursuant to Section 113(f)(2) of CERCLA, 42 U.S.C. §9613(f)(2), the consideration provided by Settling Defendants pursuant to this Consent Decree shall reduce the potential liability to the United States and the State of potentially responsible parties not subject to this Consent Decree with respect to the Site. This settlement in no way reduces the potential liability of potentially responsible parties not subject to this Consent Decree to the Settling Defendants.

C. The Court bars all contribution claims for Covered Matters against any Settling Defendant asserted by another Settling Defendant. Nothing contained herein shall prevent any Settling Defendant from pursuing a claim against another Settling Defendant for a contractual right of indemnification in an appropriate Court.

D. Settling Defendants further retain and reserve the right to assert claims against other Settling Defendants to

enforce any settlement agreements among themselves relating to 1) the performance of their obligations under this Consent Decree or 2) determination of allocation shares for such performance.

#### XXIV.

##### COVENANT NOT TO SUE

A. In consideration of actions which shall be performed and payments which shall be made by the Settling Defendants under the terms of this Consent Decree, and except as otherwise specifically provided in this Consent Decree, the Plaintiffs covenant not to sue or take any administrative action against the Settling Defendants or their officers or employees, in their capacities as representatives of Settling Defendants, for Covered Matters.

B. Covered Matters shall include any and all claims relating to the Second Operable Unit at the Site, available to Plaintiffs under Sections 106 and 107(a) of CERCLA, 42 U.S.C. §9606 and §9607(a), and Section 7003 of RCRA, 42 U.S.C. §6973, and all claims alleged in Plaintiffs' Complaint against the Settling Defendants filed concurrently with this Consent Decree. This Covenant Not to Sue shall take effect (1) as to the Remedial Construction, after certification by U.S. EPA of the completion of the Remedial Construction; (2) as to Past Response Costs, after payment to EPA and the State of Past Response Costs pursuant to Section XIX is made; (3) as to Remedial Action, after written certification by U.S. EPA of the completion of the Remedial Action pursuant to Section XVI of this Consent Decree and (4) as to Operation and Maintenance, after a written

determination by U.S. EPA that no further Operation and Maintenance is required.

C. Covered Matters shall not include:

1. Liability relating to any other Operable Unit for the Site which has been or may be the subject of a separate remedial investigation and feasibility study, and for which a separate record of decision is signed;
2. Liability arising from waste material removed from the Site;
3. Liability for injury to, destruction of or loss of natural resources;
4. Claims based on criminal liability;
5. Claims based on a failure by the Settling Defendants to meet a requirement of this Consent Decree;
6. Liability for violations caused by acts or omissions of the Settling Defendants and their agents of Federal or State law which occur during implementation of the Work;
7. Liability that arises from acts, events or omissions after the date of entry of this Consent Decree;
8. Liability for Settling Defendants' individually incurred response costs.

D. United States' pre-certification reservations.

Notwithstanding any other provision of this Consent Decree, the United States reserves the right to institute proceedings in this action, consistent with Section XIII of this Consent Decree, or in a new judicial or administrative action seeking to compel Settling Defendants (1) to perform additional response actions at the Site, or (2) to reimburse the United States for response

costs if, prior to certification of completion of the Remedial Action:

1. Conditions at the Site, previously unknown to the United States, are discovered after the entry of this Consent Decree, or

2. Information is received, in whole or in part, after the entry of this Consent Decree, and the U.S. EPA Administrator or his or her delegate finds, based on these previously unknown conditions or this information, together with any other relevant information, that the Work is not protective of human health and the environment.

E. United States' post-certification reservations.

Notwithstanding any other provision of this Consent Decree, the United States reserves the right to institute proceedings in this action, consistent with Section XIII of this Consent Decree, or in a new judicial or administrative action seeking to compel Settling Defendants (1) to perform additional response actions at the Site, or (2) to reimburse the United States for response costs if, subsequent to certification of completion of the Remedial Action:

1. Conditions at the Site, previously unknown to the United States, are discovered after the certification of completion of the Remedial Action, or

2. Information is received, in whole or in part, after the certification of completion of the Remedial Action, and the U.S. EPA Administrator or his or her delegate finds, based on these previously unknown conditions or this information,

together with any other relevant information, that the Work is not protective of human health and the environment.

F. State's pre-certification reservations.

Notwithstanding any other provision of this Consent Decree, the State reserves the right to institute proceedings in this action, consistent with Section XIII of this Consent Decree, or in a new judicial or administrative action seeking to compel Settling Defendants (1) to perform additional response actions at the Site, or (2) to reimburse the State for response costs if, prior to certification of completion of the Remedial Action:

1. Conditions at the Site, previously unknown to the State, are discovered after the entry of this Consent Decree, or
2. Information is received, in whole or in part, after the entry of this Consent Decree, and the Commissioner of NJDEP or his or her delegate finds, based on these previously unknown conditions or this information, together with any other relevant information, that the Work is not protective of human health and the environment.

G. State's post-certification reservations.

Notwithstanding any other provision of this Consent Decree, the State reserves the right to institute proceedings in this action, consistent with Section XIII of this Consent Decree, or in a new judicial or administrative action seeking to compel Settling Defendants (1) to perform additional response actions at the Site, or (2) to reimburse the State for response costs if, subsequent to certification of completion of the Remedial Action:

1. Conditions at the Site, previously unknown to the State, are discovered after the certification of completion of the Remedial Action, or

2. Information is received, in whole or in part, after the certification of completion of the Remedial Action, and the Commissioner of NJDEP or his or her delegate finds, based on these previously unknown conditions or this information, together with any other relevant information, that the Work is not protective of human health and the environment.

H. General reservation of rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified as Covered Matters. The Plaintiffs reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters including, but not limited to:

1. All matters listed under Paragraph C of this Section;
2. Any matter as to which the United States or the State is owed indemnification;
3. Liability for third party claims asserted against the United States, U.S. EPA, or the State of New Jersey, or NJDEP.

I. Nothing in this Consent Decree shall constitute or be construed as a release or a covenant not to sue regarding any claim or cause of action against any person, firm, trust, joint venture, partnership, corporation or other entity not a signatory to this Consent Decree for any liability it may have arising out of or relating to the Site. Plaintiffs expressly reserve the

right to institute an enforcement action and to sue any person other than Settling Defendants in connection with the Site.

## XXV.

COVENANTS BY SETTLING DEFENDANTS

A. Settling Defendants hereby covenant not to sue the United States or the State for any claims related to or arising from the Work or this Consent Decree, and shall make no claims whether direct or indirect for reimbursement from the Hazardous Substance Superfund established pursuant to Section 221 of CERCLA, 42 U.S.C. §9631, the New Jersey Spill Compensation Fund, or the New Jersey Sanitary Landfill Contingency Fund. Settling Defendants reserve, and this Consent Decree is without prejudice to, all other rights they may have in law or in equity, including Settling Defendants' rights, if any, to maintain actions against all entities, divisions or departments of the State of New Jersey (excluding NJDEP, its subparts or employees) for response costs related to the Work.

B. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. §9611 or 40 C.F.R. 300.25(d), or any amendments thereto.

## XXVI.

RETENTION AND AVAILABILITY OF INFORMATION

A. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall make available to U.S. EPA and the State and shall retain, during the pendency of this

Consent Decree and for a period of six (6) years after its termination, all records and documents in their possession, custody, or control which relate to the performance of this Consent Decree, including, but not limited to, documents reflecting the results of any sampling, tests, or other data or information generated or acquired by any of them, or on their behalf, with respect to the Site. Notwithstanding the foregoing, the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, may, in writing, request written permission from the Plaintiffs to destroy records or documents in the interim, and the Plaintiffs in their discretion may grant such a request.

B. After the six (6) year period of document retention, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall notify U.S. DOJ, U.S. EPA and the NJDEP in writing at least ninety (90) days prior to the proposed destruction of any such documents, and shall not destroy any such documents without the express written permission of the United States and the State. If the United States or the State objects or denies permission for an interim or final document destruction, the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall relinquish custody of the documents to the party or parties objecting, and the obligations of the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, with respect to such documents shall cease.

C. Primary Settling Defendants, and as applicable, Secondary Settling Defendants, may assert business confidentiality claims covering part or all of the information



provided in connection with this Consent Decree in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. §9604(e)(7), and pursuant to 40 C.F.R. Part 2, and applicable State law.

D. Information determined to be confidential by U.S. EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no such claim accompanies the information when it is submitted to U.S. EPA, the public may be given access to such information without further notice to Primary Settling Defendants, and as applicable, Secondary Settling Defendants.

E. Information acquired or generated by Primary Settling Defendants, and as applicable, Secondary Settling Defendants, in performance of the Work under this Consent Decree shall not be claimed as confidential by Primary Settling Defendants, and as applicable, Secondary Settling Defendants.

F. Nothing herein shall waive the Primary Settling Defendants', and as applicable, Secondary Settling Defendants', rights to assert any applicable work product or attorney-client privilege and to withhold documents on the basis of such privilege, consistent with the Federal Rules of Civil Procedure and the case law. Upon request by the United States or the State, the Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall identify in writing the documents withheld and the basis for the claim of privilege. Any dispute concerning whether a document is privileged shall be resolved in accordance with the Dispute Resolution procedures set forth in Section XXI herein.

## XXVII.

NOTICES

Whenever, under the terms of this Consent Decree, notice is required to be given, a report or other document is required to be forwarded by one party to another, or any other written communication is required, the following individuals shall be the recipient; unless those individuals or their successors give written notice of a change to the other parties:

As to the United States or U.S. EPA:

Chief, New Jersey Superfund Branch  
Office of Regional Counsel  
U.S. Environmental Protection Agency  
26 Federal Plaza  
New York, NY 10278  
Attn: Lone Pine Landfill Site Attorney

Chief, New Jersey Superfund Branch II,  
Emergency and Remedial Response Division  
U.S. Environmental Protection Agency  
26 Federal Plaza  
New York, NY 10278  
Attn: Lone Pine Landfill Site Project Coordinator

Chief, Environmental Enforcement Section  
Environment & Natural Resources Division  
U.S. Department of Justice  
10<sup>th</sup> & Pennsylvania Ave., N.W.  
Washington, D.C. 20530  
Attn: Lone Pine Landfill Site Attorney  
Case Number 90-11-2-294

As to the State:

Assistant Director for Remedial Planning and Design  
Division of Hazardous Site Mitigation  
New Jersey Department of Environmental Protection  
401 East State Street  
Trenton, New Jersey 08625

As to Settling Defendants:

## A. Primary Settling Defendants:

Michael Brown, Esq.  
 Thelen, Marrin, Johnson & Bridges  
 805 15<sup>th</sup> Street, N.W.  
 Washington, D.C. 20005

## Secondary Settling Defendants:

Robert J. Towles, Esq.	via express mail:
Owens-Illinois	Owens-Illinois
One Seagate 30LGC	Building 30
Toledo, OH 43666	25875 U.S. Route 25
	Perrysburg, OH 43551

## B. For purposes of the documents relating to the service of the complaint and the lodging and entry of this Consent Decree:

## Primary Settling Defendants:

Michael Brown, Esq.  
 Thelen, Marrin, Johnson & Bridges  
 805 15<sup>th</sup> Street, N.W.  
 Washington, D.C. 20005

## Secondary Settling Defendants:

Robert J. Towles, Esq.	via express mail:
Owens-Illinois	Owens-Illinois
One Seagate 30LGC	Building 30
Toledo, OH 43666	25875 U.S. Route 25
	Perrysburg, OH 43551

## Direct User Buyout Settling Defendants:

Michael Brown, Esq.  
 Thelen, Marrin, Johnson & Bridges  
 805 15<sup>th</sup> Street, N.W.  
 Washington, D.C. 20005

## SCP Buyout Settling Defendants:

Michael Brown, Esq.  
 Thelen, Marrin, Johnson & Bridges  
 805 15<sup>th</sup> Street, N.W.  
 Washington, D.C. 20005

## XXVIII.

CONSISTENCY WITH  
NATIONAL CONTINGENCY PLAN

The Plaintiffs and the Settling Defendants agree that the Work, as set forth in this Consent Decree and the attachments hereto, if properly performed, is consistent with the provisions of the National Contingency Plan established pursuant to 42 U.S.C. §9605.

## XXIX.

RESPONSE AUTHORITY

Notwithstanding any other provision of this Consent Decree, the Plaintiffs reserve all rights to take any and all response actions authorized by law.

## XXX.

MODIFICATION

No modification shall be made to this Consent Decree without written notification to and written approval of all Parties to this Consent Decree. The notification required by this Section shall set forth the nature of and reasons for the requested modification. No oral modification of this Consent Decree shall be effective. Nothing in this Section shall be deemed to alter the Court's power to supervise or modify this Consent Decree.

## XXXI.

PUBLIC PARTICIPATION

A. The United States shall publish a notice of this Consent Decree's availability for review and comment as a proposed settlement upon its lodging with the United States District Court.

B. The United States shall provide persons who are not parties to the proposed settlement with the opportunity to file written comments during a thirty (30) day period following such notice. The United States will file with the Court a copy of any comments received and the responses of the United States to such comments.

C. After the closing of the public comment period, the United States will review such comments and determine whether the comments disclose facts or considerations which indicate that the proposed Consent Decree is inappropriate, improper or inadequate, and that the consent of the United States should therefore be withdrawn. Should the consent be withdrawn, the United States shall inform the other parties of the basis for the withdrawal and any modifications necessary for approval of the Consent Decree.

D. In event that the United States withdraws its consent or the Court determines not to enter this Consent Decree, the funds in the Escrow Account shall be returned to the Settling Defendants.

## XXXII.

COMMUNITY RELATIONS

Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall cooperate with U.S. EPA in providing information regarding the Work to the public. As requested by U.S. EPA, Primary Settling Defendants, and as applicable, Secondary Settling Defendants, shall participate in the preparation of such information for dissemination to the public and in public meetings which may be held or sponsored by U.S. EPA to explain activities at or concerning the Site.

## XXXIII.

EFFECTIVE AND TERMINATION DATES

A. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court.

B. Upon certification by U.S. EPA of completion of the Remedial Action, in accordance with Section XV of this Consent Decree, and a showing that the other terms of this Consent Decree, including payment of all costs and stipulated penalties due hereunder, have been complied with, this Consent Decree may be terminated by motion of any Party. The Court shall retain jurisdiction to enforce, if necessary, the requirements of the Operation & Maintenance procedures, or other plans requiring long term monitoring, submitted, and approved by U.S. EPA, pursuant to this Consent Decree, and any payments by Settling Defendants of costs and/or penalties. Termination of this Consent Decree shall not affect the Covenants Not to Sue (Sections XXIV and XXV), nor the provisions relating to reopening of this matter, nor any

continuing obligation of Settling Defendants under this Consent Decree.

XXXIV.

ADMISSIBILITY OF DATA

In the event that the Court is called upon to resolve a dispute concerning implementation of this Consent Decree, the Parties waive any evidentiary objection to the admissibility into evidence of validated data (which is acceptable pursuant to the QA/QC Plan) gathered, generated, or evaluated pursuant to this Consent Decree.

XXXV.

WAIVER OF ANY CLAIM-SPLITTING DEFENSE

In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Section affects the enforceability of the covenants not to sue set forth in Section XXIV (Covenant not to Sue).

## XXXVI.

RETENTION OF JURISDICTION

The Court shall retain jurisdiction for the purpose of enabling any of the Parties to apply to this Court at any time for such further order, direction and relief as may be necessary or appropriate for the interpretation or modification of this Consent Decree, or to effectuate or enforce compliance with its terms or to resolve disputes in accordance with Section XXI.



Dated and entered this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

UNITED STATES DISTRICT JUDGE

By the Signature below each Settling Defendant's name,  
Consent to this Decree is hereby given; Consent by the United  
States is subject to 28 C.F.R. 50.7:

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
RICHARD B. STEWART  
Assistant Attorney  
General  
Environment and Natural  
Resources Division  
U.S. Department of Justice  
Washington, D.C. 20530

Date: \_\_\_\_\_

By: *Donald G. Frankel*  
DONALD G. FRANKEL  
Attorney  
Environment and Natural  
Resources Division  
U.S. Department of Justice  
Washington, D.C. 20530

Date: 5/23/91

By: *Constantine Sidamon-Eristoff*  
CONSTANTINE SIDAMON-ERISTOFF  
Regional Administrator  
Region 2  
U.S. EPA

Date: 3/29/91

By: *William C. Tucker*  
WILLIAM C. TUCKER  
Assistant Regional Counsel  
Office of Regional Counsel  
Region 2  
U.S. EPA

Date: 3-28-91

Dated and entered this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

---

UNITED STATES DISTRICT JUDGE

By the Signature below each Settling Defendant's name,  
Consent to this Decree is hereby given; Consent by the United  
States is subject to 28 C.F.R. 50.7:

UNITED STATES OF AMERICA

By: *Richard B. Stewart*  
RICHARD B. STEWART  
Assistant Attorney  
General  
Environment and Natural  
Resources Division  
U.S. Department of Justice  
Washington, D.C. 20530

Date: 6-26-91

By: *Donald G. Frankel*  
DONALD G. FRANKEL  
Attorney  
Environment and Natural  
Resources Division  
U.S. Department of Justice  
Washington, D.C. 20530

Date: 5/28/91

By: *Constantine Sidamon-Eristoff*  
CONSTANTINE SIDAMON-ERISTOFF  
Regional Administrator  
Region 2  
U.S. EPA

Date: 3/29/91

By: *William C. Tucker*  
WILLIAM C. TUCKER  
Assistant Regional Counsel  
Office of Regional Counsel  
Region 2  
U.S. EPA

Date: 3-28-91

## STATE OF NEW JERSEY

By: Date: 3-12-91

SCOTT A. WEINER

Commissioner

State of New Jersey

Department of Environmental Protection

401 E. State Street

Trenton, N.J. 08625

By: Date: 3-13-91

NEAL BRODY

Deputy Attorney General

State of New Jersey

Division of Law

401 E. State Street

Trenton, N.J. 08625

## CONSENT

Acton Corporation, successor by merger to Vikoa, Inc., \* by the duly authorized representative named, titled and signed hereunder, hereby consents to this Consent Decree regarding the Lone Pine Landfill Superfund in Freehold Township, New Jersey, and the filing of this Consent Decree with the United States District Court for the District of New Jersey, and agrees to be bound by the terms and conditions thereof.

\* on behalf of Vikoa, Inc., merged and subsumed into Acton Corporation, its successor, listed as a Settling Defendant on Appendix E to the Lone Pine Landfill Consent Decree.

BY:

  
(signature)

Name

Lee N, Mortenson

Title

President, Acton Corporation,  
successor by merger to Vikoa, Inc.

Address

737 No. Michigan Ave. Suite 1200  
Chicago, IL. 60611

Dated

March 25, 1991

CONSENT

Addis & Deys, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Freehold Racing Association, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix E to the Lone Pine Landfill  
Consent Decree.

BY: ADDIS & DEYS, INC.

BY: \_\_\_\_\_

(signature)

Name THOMAS C. WILMOT  
(type or print)

Title President, Addis & Deys, Inc.  
(type or print)

Address 1265 Scottsville Road  
(type or print)

Rochester, New York 14602

Date March 14, 1991

CONSENT

Air Products and Chemicals, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Air Products and Chemicals, Inc., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Stephen S. Ferrara  
(type or print)

Title Attorney  
(type or print)

Address Law Department  
(type or print)

Air Products and Chemicals, Inc.  
7201 Hamilton Blvd.  
Allentown, PA 18195

Date March 13, 1991

CONSENT

Akzo Coatings Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of itself, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

Paul E. Brooks, Jr.  
(signature)

Name Paul E. Brooks, Jr.  
(type or print)

Title Director, Health, Safety &  
Environmental Engineering  
(type or print)

Address 1600 Watterson Towers  
1930 Bishop Lane  
(type or print)

Louisville, Kentucky 40218

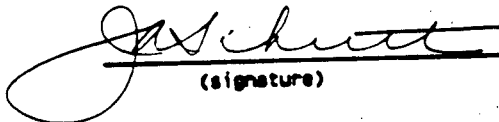
Date March 14, 1991

**CONSENT**

Allied-Signal Inc. (Successor to Allied Chemical Corp\*), by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Allied Chemical Corporation, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name James A. Schutt  
(type or print)

Title Director of Manufacturing Services  
(type or print)

Address Columbia Road and Park Avenue  
(type or print)

Morristown, NJ 07962

Date March 14, 1991



CONSENT

ALUMINUM COMPANY OF AMERICA \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of ALUMINUM COMPANY OF AMERICA, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

R. R. Hoffman  
(signature)

Name

R. R. Hoffman

(type or print)

Title

Group Vice President

(type or print)

Address

1501 Alcoa Building

(type or print)

Pittsburgh, Pennsylvania 15219

Date

March 13, 1991

, 1991

CONSENT

American Cyanamid Company \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of American Cyanamid Company, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

(signature)

Name

D. D. Fry

(type or print)

Title

Executive Vice President

(type or print)

Address

American Cyanamid Company

(type or print)  
One Cyanamid Plaza  
Wayne, N.J. 07470

Date March 15, 1991

DUPLICATE

CONSENT

American Cyanamid Company \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

American Cyanamid Company, Lederle  
Laboratories, a division of American  
\* on behalf of Cyanamid Company, and Shulton, Inc., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

(signature)

Name

D. D. Fry

(type or print)

Title

Executive Vice President

(type or print)

Address

American Cyanamid Company

(type or print)

One Cyanamid Plaza  
Wayne, N.J. 07470

Date

3-15

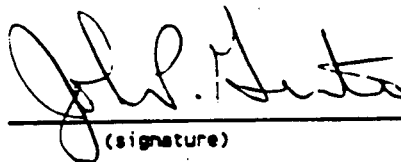
, 1991

CONSENT

American Flange & Manufacturing Co. Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of American Flange & Manufacturing Co. Inc. listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name

John P. Genito

(type or print)

Title

Vice President, Finance

(type or print)

Address

290 East Fullerton Ave.

(type or print)

Carol Stream, IL 60188-0688

Date

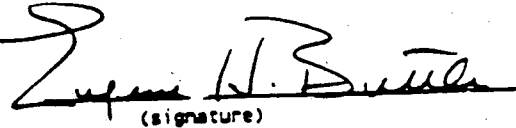
March 14, 1991

CONSENT

AMERICAN INKS and COATINGS CORP. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of AMERICAN INKS and COATINGS CORP., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name EUGENE H. BUTTLE  
(type or print)

Title President  
(type or print)

Address P.O. Box 803  
(type or print)

Valley Forge, PA 19482

Date March 15, 1991

CONSENT

AMERICAN NATIONAL CAN COMPANY \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of AMERICAN CAN COMPANY, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

RAK X

(signature)

Name

H. ARVID JOHNSON

(type or print)

Title

Senior Vice President

(type or print)

Address

8770 W. BRYN MAWR AVE.

(type or print)

CHICAGO, IL 60631

Date

MARCH 12, 1991

CONSENT

American Standard Inc. \_\_\_\_\_ \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of American Standard Inc. \_\_\_\_\_, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

[Signature]  
(signature)

Name Frederick W. Jaqua  
(type or print)

Title Vice President, General Counsel and  
Secretary  
(type or print)

Address 1114 Avenue of the Americas  
(type or print)  
New York, New York 10036

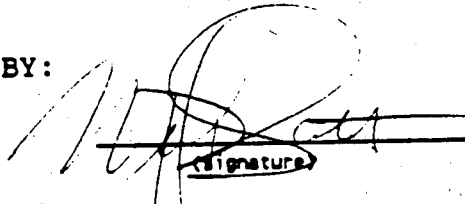
Date March 12, 1991

CONSENT

GTE Products Corporation \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of GTE Sylvania, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
\_\_\_\_\_  
(signature)

Name Michael D. Scott  
(type or print)

Title Counsel for GTE Products Corporation  
on behalf of GTE Sylvania  
(type or print)

Address c/o: Lowenstein, Sandler, Kohl,  
Fisher & Boylan  
(type or print)

65 Livingston Avenue  
Roseland, NJ 07068

Date 3/21, 1991



CONSENT

Hecht Brothers, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Hecht Brothers, Inc., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name James R. Greene, Esq.  
(type or print)

Title Attorney in fact  
(type or print)

Address c/o Bumgardner, Hardin & Ellis  
(type or print)  
673 Morris Avenue  
Springfield, NJ 07081

Date March 14, 1991

CONSENT

HEXCEL CORPORATION \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of HEXCEL/FINE ORGANICS CORPORATION, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name

A. William Nosil

(type or print)

Title

Corporate Environmental Engineering Mgr.

(type or print)

Address

11555 Dublin Boulevard

(type or print)

Dublin, CA 94568

Date

March 13, 1991

CONSENT

HIGGINS DISPOSAL SERVICE, INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of HIGGINS DISPOSAL SERVICE, INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

*Lisbeth B. Higgins*  
(signature)

Name LISBETH B. HIGGINS  
(type or print)

Title SECRETARY-TREASURER  
(type or print)

Address 121 LAUREL AVENUE  
(type or print)

KINSTON, N.J. 08528

Date MARCH 14, 1991

CONSENT

HOECHST CELANESE CORPORATION\*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of AMERICAN HOECHST CORP., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

Robert M. Stokes  
(signature)

Name

ROBERT M. STOKES  
(type or print)

Title

ASSOCIATE GENERAL COUNSEL  
(type or print)

Address

ROUTE 202-206  
(type or print)  
SCARBOROUGH NJ 08876

Date

MAR 15, 1991

CONSENT

Hoechst Celanese Corporation \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of AZOPATE CORPORATION, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix E to the Lone Pine Landfill  
Consent Decree.

BY:

Robert M. Stokes  
(signature)

Name

ROBERT M STOKES  
(type or print)

Title

ASSOCIATE GENERAL COUNSEL  
(type or print)

Address

Route 202-206  
(type or print)

Somerville NJ 07876

Date

MAR 15, 1991

CONSENT

ICI Americas Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Converters Ink Company, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Michael D. Scott

(type or print)  
Title Counsel for ICI Americas Inc.  
on behalf of Converters Ink Company

(type or print)  
Address c/o: Lowenstein, Sandler, Kohl,  
Fisher & Boylan

(type or print)  
65 Livingston Avenue  
Roseland, NJ 07068

Date 3/21, 1991

CONSENT

Inland Steel Company \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Inland Steel Container, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

William T. McCormick, Jr.  
(signature)

Name William T. McCormick, Jr.  
(type or print)

Title Assistant General Counsel  
(type or print)

Address 30 West Monroe Street  
(type or print)  
Chicago, Illinois 60603

Date March 12, 1991

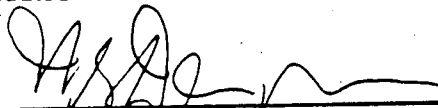
CONSENT

INTERNATIONAL FLAVORS & FRAGRANCES INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of INTERNATIONAL FLAVORS & FRAGRANCES INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree or not so listed but participating as a settlor  
contributing less than 100 cu. yds. to the site.

INTERNATIONAL FLAVORS & FRAGRANCES INC.

BY:

  
(signature)

Name

Wallace G. Dempsey

(type or print)

Title

Secretary

(type or print)

Address

521 W. 57th Street

(type or print)

New York, NY 10019

Date

3/12

, 1991



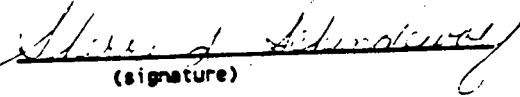
CONSENT

Intra-City Waste Materials Company, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Intra-City Waste Materials Company, Inc., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

INTRA-CITY WASTE MATERIALS COMPANY, INC.

BY:

  
(signature)

Name Sherri Schindewolf  
(type or print)

Title Secretary  
(type or print)

Address 235 Gibbs Avenue  
(type or print)

Trenton, NJ 08611

Date March 13, 1991

CONSENT

J. Josephson, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of J. Josephson, Inc., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix E to the Lone Pine Landfill  
Consent Decree.

BY:



(signature)

Name Bruce L. Harrison

(type or print)

Title Environmental Counsel to  
J. Josephson, Inc.

(type or print)

Address Capehart & Scatchard  
8000 Midlantic Drive

(type or print)

Suite 300  
Mt. Laurel, NJ 08054

Date March 12, , 1991

CONSENT

J. M. Huber Corporation Printing Ink Division \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of J. M. Huber Corporation Printing Ink, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name James E. Coleman

(type or print)

Title Vice  
President

(type or print)

Address J. M. Huber Corporation  
Printing Ink Division

(type or print)

333 Thornall Street - 7th floor  
Edison, New Jersey 08818

Date March 7, , 1991

## CONSENT

J.T.Baker Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of J. T. Baker Chemical, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix 6 to the Lone Pine Landfill  
Consent Decree.

**BY:**

(signature)

Name Joseph G. Geissler  
(type or print)

**Title** Vice President  
(type or print)

**Address** 222 Red School Lane  
(type or print)

Phillipsburg, N.J. 08865

Date March 14, \_\_\_\_\_, 1991

CONSENT

JAMESWAY CORPORATION \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of JAMESWAY CORPORATION, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY: JAMESWAY CORPORATION

(signature)  
\_\_\_\_\_  
Name \_\_\_\_\_  
(type or print)  
Barry Rockland  
Title Senior Vice President-Finance  
(type or print)  
\_\_\_\_\_  
Address 40 Hartz Way  
(type or print)  
Secaucus, NJ 07096-1526  
\_\_\_\_\_  
Date March 13, 1991

CONSENT

John L. Armitage & Co. \_\_\_\_\_, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of John L. Armitage & Co., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

Norman S. Armitage  
(signature)

Name

Norman S. Armitage  
(type or print)

Title

President  
(type or print)

Address

1259 Rt 46  
(type or print)  
Parsippany, NJ 07054

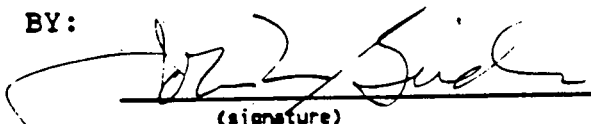
Date 3/18/91, 1991

CONSENT

JOHNSON & JOHNSON \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Franklin Dist., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name John N. Beidler  
(type or print)

Title Counsel  
(type or print)

Address One Johnson & Johnson Plaza  
(type or print)

New Brunswick, New Jersey 08903

Date March 11, 1991

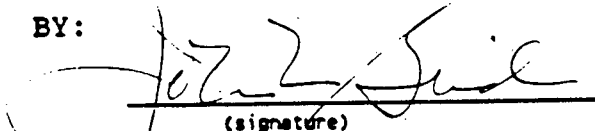
CONSENT

JOHNSON & JOHNSON

\_\_\_\_\_, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of J&J WAREHOUSE, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name John N. Beidler  
(type or print)

Title Counsel  
(type or print)

Address One Johnson & Johnson Plaza  
(type or print)

New Brunswick, New Jersey 08933

Date March 11, 1991



CONSENT

JOHNSON & JOHNSON \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of PERMACEL, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name

John N. Beidler

(type or print)

Title

Counsel

(type or print)

Address

One Johnson & Johnson Plaza

(type or print)

New Brunswick, New Jersey 08933

Date March 11, 1991

CONSENT

Jones Chemicals, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Jones Chemical Co, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

Laurence H. Schongar  
(signature)

Name Laurence H. Schongar  
(type or print)

Title Vice President, Operations  
(type or print)

Address 80 Munson Street  
(type or print)

LeRoy, New York 14482

Date 3/1, 1991

CONSENT

K Chemical Corporation \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of K Chemical Corp, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name

John A. Kline  
(type or print)

Title

President  
(type or print)

Address

100 Summit Street  
(type or print)  
Freehold, NJ 07728

Date

3/1/91

, 1991

CONSENT

KALAMA CHEMICAL, INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of MONROE CHEMICAL, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

WM Ashman  
(signature)

Name William Ashman  
(type or print)

Title Vice President, Commercial Operations  
(type or print)

Address 900 Fourth Avenue  
1110 Bank of California Center  
(type or print)  
Seattle WA 98104

Date March 11, 1991

CONSENT

KIRKER CHEMICAL COMPANY \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of KIRKER CHEMICAL COMPANY, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY: KIRKER CHEMICAL COMPANY

  
(signature)

Name KATHLEEN C. MARCHETTI, ESQ.  
(type or print)

Title COUNSEL  
(type or print)

Address c/o Budd Lerner Gross  
(type or print)  
150 JFK Parkway  
Short Hills, NJ 07078-0999

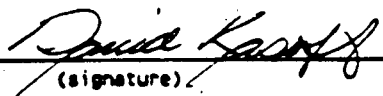
Date 3-14, 1991

CONSENT

KASCO CONSTRUCTION CO., INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of KASCO CONSTRUCTION CO., INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix E to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)  
Name David Kasoff  
(type or print)  
Title President  
(type or print)  
Address 111 Upper State Road  
(type or print)  
Montgomeryville, PA 18936  
Date March 14, 1991

## CONSENT

KEATT GENERAL FOODS, INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of GENERAL TOWNE CORPORATION, listed as a  
 (name of Settling Defendant)  
 Settling Defendant on Appendix G to the Lone Pine Landfill  
 Consent Decree.

**BY:**

(signature)

Name

(type or print)

**Title**

(type or print)

**Address**

(type or print)

Date MARCH, 1991

**CONSENT**

MANOR CARE, INC. and subsidiaries, including PORTFOLIO ONE,  
INC. (successor to ALMO ANTI-POLLUTION SERVICES CORP.) \*, by the

(name of business entity)

duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of ALMO ANTI-POLLUTION SERVICES CORP., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name James H. Pembe  
(type or print)

Title Sr. Vice President  
(type or print)

Address 10750 Columbia Pike  
(type or print)

Silver Spring, MD 20901

Date March 6, 1991



CONSENT

MATLACK, INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of MATLACK, INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix E to the Lone Pine Landfill  
Consent Decree.

BY:

J. Carlisle Peet III  
(signature)

Name J. CARLISLE PEET III  
(type or print)

Title GENERAL COUNSEL  
(type or print)

Address 2200 CONCORD PIKE  
(type or print)

WILMINGTON DE 19803

Date 3-15-91, 1991

CONSENT

BILL MEHR

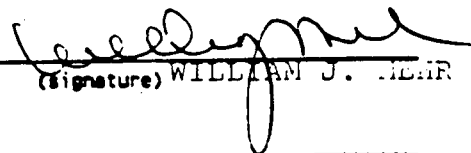
\*, by the

(name of business entity)

duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of WILLIAM J. MEHR, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature) WILLIAM J. MEHR

Name

(type or print)

Title

(type or print)

Address 10 East Main Street

(type or print)

Freehold, New Jersey 07728

Date March 11, 1991, 1991

7

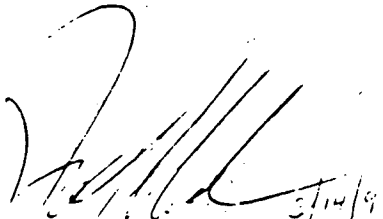
CONSENT

MERCK & CO., INC.

\_\_\_\_\_, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of MERCK & CO., INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name

David A. Conklin

(type or print)

Title

President- Merck Chemical Manufacturing Div.

(type or print)

Address

P. O. Box 2000

(type or print)

Rahway, New Jersey 07065

Date

3/14/91

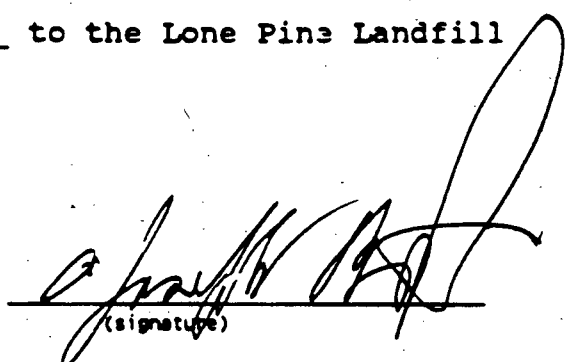
, 1991

CONSENT

MID-AMERICA ENGINEERS, INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of MID-AMERICA ENGINEERS, INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name A. Joseph Barth

(type or print)

Title President

(type or print)

Address 101 North Wacker Drive - Ste. 300

(type or print)

Chicago, Illinois 60606

Date March 14, 1991, 1991

CONSENT

Millipore Corporation \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Worthington Biochemical, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix D to the Lone Pine Landfill  
Consent Decree.

BY:

Geoffrey Nunes

(signature)

Name Geoffrey Nunes

(type or print)

Title Senior Vice President

(type or print)

Address Millipore Corporation

(type or print)

80 Ashby Road

Bedford, MA 01730

Date March 15, 1991

**CONSENT**

Minnesota Mining and Manufacturing Company (3M) <sup>(name of business entity)</sup> \*, by the  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Minnesota Mining and Manufacturing Company <sup>(3M)</sup>, listed as a  
Settling Defendant <sup>(name of Settling Defendant)</sup> on Appendix D to the Lone Pine Landfill  
Consent Decree.

BY:

*Russell H. Susag*  
(signature)  
Name Russell H. Susag  
(type or print)  
Title Director, Environmental  
Regulatory Affairs  
(type or print)  
Address P. O. Box 33231  
(type or print)  
St. Paul, MN 55133

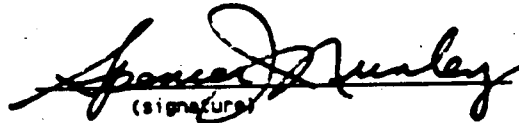
Date March 13, 1991

CONSENT

Mobay Corporation \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Harmon Colors Corporation, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Spencer J. Nunley  
(type or print)

Title Vice President  
(type or print)

Address Mobay Road  
(type or print)

Pittsburgh, PA 15205

Date March 14, 1991

CONSENT

Monsanto Company \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Monsanto Company, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

Jerry N. McGuire JR  
(signature)

Name Jerry N. McGuire  
(type or print)

Title Manager, Remedial Projects  
(type or print)

Address Monsanto Company  
(type or print)

800 North Lindbergh Blvd.

St. Louis, MO 63167

Date 5-11, 1991



CONSENT

National Waste Disposal, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of National Waste Systems, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY: NATIONAL WASTE DISPOSAL, INC.

[Signature]  
(signature)

Name John M. Zuccarelli, III

(type or print)

Title President

(type or print)

Address 432 Stokes Avenue

(type or print)

Trenton, New Jersey 08638

Date March 14, , 1991

CONSENT

NEPERA, INC., successor to NEPERA CHMEICAL CO.  
on behalf of NEPERA CHEMICAL CO

\*, by the

(name of business entity)

duly authorized representative named, titled and signed

hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

NEPERA, INC., successor to NEPERA CHEMICAL CO.

\* on behalf of on behalf of NEPERA CHEMICAL CO, listed as a

(name of Settling Defendant)

Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

Peter E. Thauer  
(signature)

Name PETER E. THAUER

(type or print)

Title Secretary

(type or print)

Address Route 17

(type or print)

Harriman, NY 10926

Date March 28, 1991

## CONSENT

Nestle Foods Corporation \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Nestle Foods Corporation, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix D to the Lone Pine Landfill  
Consent Decree.

BY:

(signature)

Name

G. Mark Evans

(type or print)

Title

Vice President

(type or print)

Address

Nestle Foods Corporation

(type or print)

100 Manhattanville RoadPurchase, New York 10577

Date

March 13, 1991

CONSENT

New England Laminates Co., Inc./NELCO \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

*on behalf of New England Laminates Co., Inc./Nelco listed as*  
~~xxxxxx~~ ~~Settling Defendant~~ ~~xxxxxx~~ ~~Appendix G~~ ~~to the Lone Pine Landfill~~  
(name of Settling Defendant)  
~~Consent Decree~~ *SCP Byproduct Defendant Appendix G*  
*to the Lone Pine Landfill Consent Decree*

BY:

*Patricia L. Truscelli*  
(signature)

Name PATRICIA L. TRUSCELLI, ESQ.  
(type or print)

Title Attorney for  
New England Laminates Co., Inc./NELCO  
(type or print)

Address Parker Chapin Flattau & Klimpl  
1211 Avenue of the Americas  
(type or print)

New York, NY 10036

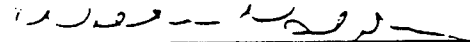
Date March 13, 1991

CONSENT

New Jersey Dept. of Human Services \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Marlboro Psychiatric Hospital, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix E to the Lone Pine Landfill  
Consent Decree.

BY:



(signature)

William Waldman

Name

(type or print)

Title Deputy Commissioner

(type or print)

Address NJ Dept of Human Services

(type or print)

222 S. Warren Street, CN 700

Trenton, NJ 08625

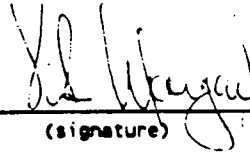
Date March 15, 1991

CONSENT

Lone Pine, National Guard (P.O. Box 100) \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Lone Pine, National Guard, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix \_\_\_\_\_ to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name

J. H. Weyand  
(type or print)

Title

Major General  
(type or print)

Address

1000 1st St. N.E.  
(type or print)  
Washington, D.C. 20002

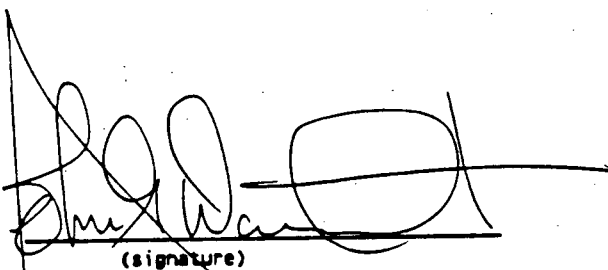
Date March 1, 1991, 1991

CONSENT

Newco Waste Systems of New Jersey, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Newco Waste Systems of New Jersey, Inc., listed as :  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name

John G. Daichendt

(type or print)

Title

Vice President

(type or print)

Address

1302 Concourse Drive - 4th Floor

(type or print)

Linthicum, Maryland 21090

Date

March 11, 1991

# CONSENT

Occidental Chemical Corporation (as successor to  
Diamond Shamrock Chemicals Company)

\_\_\_\_\_, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of \_\_\_\_\_ Diamond Shamrock\*\*, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix \_\_\_\_\_ to the Lone Pine Landfill  
Consent Decree.

Occidental Chemical Corporation (as  
successor to Diamond Shamrock Chemicals Company)

BY:

Michael J. Rudick  
(signature)

Name Michael J. Rudick  
(type or print)

Title Vice President and General Counsel  
(type or print)

Address c/o Paul W. Herring  
(type or print)  
Maxus Energy Corporation  
717 N. Harwood St.  
Dallas, Texas 75201

Date March 12, 1991

\*\* The legal name of this entity was Diamond Shamrock Chemicals Company,  
formerly Diamond Shamrock Corporation. It merged in 1987 with Occidental  
Chemical Corporation. The settlement spreadsheet identifies the entity  
merely as "Diamond Shamrock".



CONSENT

OWENS-BROCKWAY GLASS CONTAINER INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of BROCKWAY, INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix D to the Lone Pine Landfill  
Consent Decree.

BY:

[Signature]  
(signature)

Name

[Name]  
(type or print)

Title

[Title]  
(type or print)

Address

[Address]  
(type or print)

Date March 8, 1991

CONSENT

OWENS-ILLINOIS GENERAL, INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of OWENS-ILLINOIS, INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix E to the Lone Pine Landfill  
Consent Decree.

BY:

[Signature]  
(signature)

Name

[Name]  
(type or print)

Title

[Title]  
(type or print)

Address

[Address]  
(type or print)

Date Feb 1, 1991

CONSENT

OWENS-ILLINOIS GENERAL, INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of OWENS-ILLINOIS, INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

[Signature]  
(signature)

Name [Signature]  
(type or print)

Title [Signature]  
(type or print)

Address [Signature]  
(type or print)

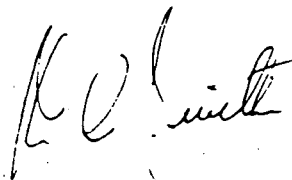
Date April 8, 1991

**CONSENT**

OXY USA Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of City Services and Cities Services Oil, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F & G to the Lone Pine Landfill  
Consent Decree.

BY:



(signature) Herman A. Fritschen

Name

(type or print)

Title

Manager, Safety, Environment & Health

(type or print)

Address

OXY USA INC.

110 W 7th St (Zin 74119), P O Box 300,

(type or print) Tulsa OK 74102

Date

March 12, , 1991

\* Shown as City Services on direct buyout and  
as Cities Services Oil on SCP buyout settling defendant.

CONSENT

Pacquet Oneida, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Oneida Packaging Products, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY: HELMUT M. KERN

*Helmut M. Kern*  
(signature)

Name HELMUT M. KERN  
(type or print)

Title Vice President  
(type or print)

Address 10 Clifton Blvd.  
(type or print)

Clifton, New Jersey 07015

Date 3/12, 1991

CONSENT

Pennsylvania National Insurance Companies \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Froelich Building & Construction Co., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name RICHARD SWIECONEK  
(type or print)

Title CLAIMS MGR.  
(type or print)

Address P.O. Box 77297  
(type or print)

West Trenton, NJ 08628

Date 3/1/91, 1991

CONSENT

Pennsylvania National Insurance Companies \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Lightman Drum Company, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

Richard Swieczek

(signature)

Name

RICHARD SWIECZEK

(type or print)

Title

CLAIMS MANAGER

(type or print)

Address

P.O. Box 77297

(type or print)

West Trenton, NJ 08628

Date

3/12

, 1991

CONSENT

PRESTO LOCK, INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Presto Lock, Inc., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY: PRESTO LOCK, INC.

[Signature]  
(signature)

Name Eberhard Franzen

(type or print)

Title President

(type or print)

Address 100 Outwater Lane

(type or print)

Garfield, N.J. 07026

Date March 14, 1991

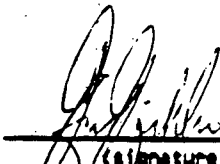


CONSENT

Princeton Meadows Utilities Co. Inc. <sup>(name of business entity)</sup> for Lincoln Properties \*, by the  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Lincoln Properties <sup>(name of Settling Defendant)</sup>, listed as a  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name

ERIC EICHLER

(type or print)

Title

VICE PRESIDENT

(type or print)

Address

31 MAPLE AVENUE PO BOX 279

(type or print)

PLAINSBORO, N.J. 08536

Date

June 14, 1991

CONSENT

Public Service Electric and Gas Company \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Public Service Electric and Gas Company, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

R. Edwin Selover  
(signature)

Name R. Edwin Selover  
(type or print)

Title Senior Vice President  
and General Counsel  
(type or print)

Address 80 Park Plaza, T5A  
(type or print)

Newark, New Jersey 07101

Date March 14, 1991

1.4

CONSENT

RANDOLPH PRODUCTS CO., INC.

\*, by the

(name of business entity)

duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of RANDOLPH PRODUCTS CO., INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix C to the Lone Pine Landfill  
Consent Decree.

BY:

John Randolph  
(signature)

Name

John Randolph

(type or print)

Title

President

(type or print)

Address

12 Park Place

(type or print)

Carlstadt, New Jersey 07072

Date

March 13

, 1991

CONSENT

REVLON, INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of REVLON, INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

Wade H. Nichols  
(signature)

Name WADE H. NICHOLS  
(type or print)

Title Vice President & Secretary  
(type or print)

Address 625 Madison Avenue  
(type or print)

New York, NY 10022

Date March 11, 1991

CONSENT

Reynolds Metals Company \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Reynolds Metals Company, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

V. R. Taylor  
(signature)

Name V. R. Taylor  
(type or print)

Title Manager, Environmental Control  
(type or print)

Address 7900 Revcan Road  
(type or print)

Richmond, Virginia 23237-2292

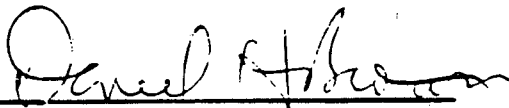
Date March 15, , 1991

CONSENT

RHEEM MANUFACTURING COMPANY \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of RHEEM MANUFACTURING COMPANY, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Daniel H. Brown  
(type or print)

Title Vice President/General Counsel  
(type or print)

Address 405 Lexington Avenue, 22nd Floor  
(type or print)

New York, New York 10174

Date March 6, 1991

CONSENT

Ridge Printing Co. Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Ridge Printing Co. Inc., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix BG to the Lone Pine Landfill  
Consent Decree.

BY:

Peter G. Gahan

(signature)

Name

Peter Gahan

(type or print)

Title

V.P.  
(type or print)

Address

2000 Court St.

(type or print)

Ridge Printing Co. Inc.

Date

3/14

, 1991

CONSENT

Sequa Corporation

\_\_\_\_\_, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Chromalloy, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name

Jeffrey H. Teitel

(type or print)

Director of Environmental Law

Title

(type or print)

Address

200 Park Avenue

(type or print)

New York, NY 10154

Date

March 11,

, 1991



## CONSENT

The Sherwin-Williams Company \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of The Sherwin-Williams Company, listed as a  
 (name of Settling Defendant)  
 Settling Defendant on Appendix G to the Lone Pine Landfill  
 Consent Decree.

**BY :**

Larry H. P. Storch  
(signature)

**Name**

Larry J. Pitorak  
(type or print)

**Title**

Vice President, General Counsel & Secretary  
(type or print)

**Address**

101 Prospect Avenue. N.Y.  
(type or print)

Cleveland, Ohio 44115

**Date**

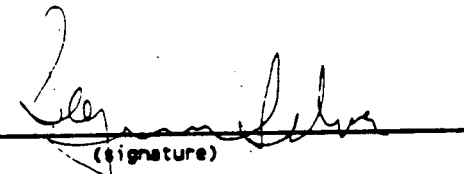
Date Mar. 11, 1991, 1991

CONSENT

Silver Enterprises Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Silver Enterprises Inc., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix E to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Seymour Silver  
(type or print)

Title President  
(type or print)

Address 3300 Route 9 South  
(type or print)

Freehold, N.J. 07728

Date March 15, 1991

CONSENT

Simon Wrecking Company, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Simon Wrecking Company, Inc., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

Bryan Eric K... ..  
(signature)

Name

Bryan Eric K...  
(type or print)

Title

President  
(type or print)

Address

155 2nd Street N.W.  
(type or print)  
Atlanta, GA 30303

Date

March 17, 1991

CONSENT

SmithKline Beecham Corporation \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of SmithKline Beckman Corporation, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Alan M. Robinson  
(type or print)

Title Associate General Counsel  
(type or print)

Address SmithKline Beecham Corp  
(type or print)

One Franklin Plaza Philadelphia PA 1910

Date March 12, 1991

CONSENT

The Southland Corporation \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

Its Southland  
\* on behalf of Chemical Corporation Division, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

Attest:

By:

Assistant Secretary

The Southland Corporation d/b/a  
Southland Chemical Corporation

By:

Vice President

2711 North Haskell Avenue  
Dallas, Texas 75204  
214/828-7024

Date: March 14, 1991

CONSENT

STAR EXPANSION COMPANY \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of STAR EXPANSION COMPANY, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name ROLAND G. NASSER  
(type or print)

Title PRESIDENT  
(type or print)

Address PLEASANT HILL ROAD  
(type or print)  
MOUNTAINVILLE, NY 10953

Date MARCH 12, , 1991

CONSENT

Syntex Beauty Care Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Syntex Beauty Care Inc., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Alan M. Krubiner  
(type or print)

Title Assistant Secretary  
(type or print)

Address 3401 Hillview Avenue  
(type or print)

Palo Alto, California 94303

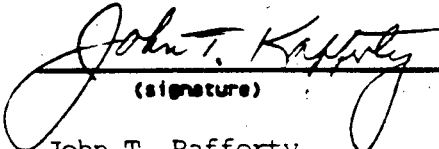
Date March 12, 1991

CONSENT

Technical Coatings Co. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the,  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Technical Coatings Co., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)  
Name John T. Rafferty  
(type or print)

Title General Counsel and Assistant Secretary  
(type or print)

Address 51 Chestnut Ridge Road  
(type or print)  
Montvale, NJ 07645

Date March 13, 1991



CONSENT

Tenneco Polymers Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Tenneco Chemicals Inc., a dissolved Delaware Corporation, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

~~Tenneco Polymers Inc. enters  
into this agreement solely for  
the purpose of settlement and  
to avoid controversy. Tenneco  
Polymers Inc. does not admit  
liability for the obligations  
of Tenneco Chemicals Inc., a  
dissolved Delaware corporation.~~

BY:

[Signature]  
(signature)

Name

Karen C Keller  
(type or print)

Title

Attorney with Pro Se Rights + Diamond  
(type or print)

Address

One Bridge Plaza Suite 400  
(type or print)  
Fort Lee, New Jersey 07024


Date March 15, 1991

CONSENT

Textron, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Textron Spencer Kellogg, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Lee Henig-Elona  
(type or print)

Title Attorney  
(type or print)

Address Clapp & Eisenberg, P.C.  
80 Park Plaza  
(type or print)

Newark, New Jersey 07102

Date March 13, 1991

CONSENT

TRANSCO PRODUCTS CORP. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of TRANSCO PRODUCTS, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

[Signature]  
(signature)

Name JOHN J. B. FARR  
(type or print)

Title CHIEF COUNSEL  
(type or print)

Address 100 HARTFORD STREET  
(type or print)

FREEHOLD, NJ 07728

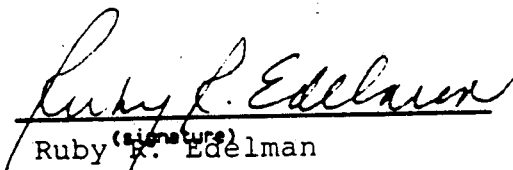
Date NOV 11, 1991

CONSENT

Twin Rivers Community Trust \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Twin Rivers Community Trust, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)  
Ruby R. Edelman

Name

RUBY R. EDELMAN  
(type or print)

Title

President  
(type or print)

Address 92 Twin Rivers Drive West  
(type or print)

East Windsor, New Jersey 08520

Date March 15, 1991

# CONSENT

Uniroyal Chemical Company, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Uniroyal Chemical Company, Inc., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

(signature)

Name Robert J. Mazaika  
(type or print)

Title President  
(type or print)

Address Benson Road  
(type or print)

Middlebury, CT 06749

Date March 13, 1991

CONSENT

Van Dorn Company <sup>(name of business entity)</sup> \*, by the  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Milton Can Co. <sup>(name of Settling Defendant)</sup>, listed as a  
Settling Defendant on Appendix E to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Dennis A. Buss  
(type or print)

Title Vice President  
(type or print)

Address 2700 East 79th Street  
(type or print)  
Cleveland, Ohio 44104

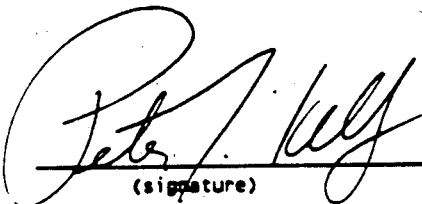
Date March 6, 1991

CONSENT

Waste Disposal, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Waste Disposal, Inc, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name

Peter J. Kelly  
(type or print)

Title

Attorney for Waste Disposal, Inc.  
(type or print)

Address

3003 Butterfield Road  
(type or print)

Oak Brook, Illinois 60521

Date

3-8

, 1991

CONSENT

Westinghouse Electric Corporation \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Westinghouse Electric Corporation, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

Jack W. Fisch  
(signature)

Name

Jack W. Fisch

(type or print)

Title

Manager, Environmental Remediation,  
Industrial Hygiene & Safety

(type or print)

Address

Westinghouse Electric Corporation  
11 Stanwix Street

(type or print)

Pittsburgh, PA 15222

Date

March 13, 1991



CONSENT

X Craft Inc. \_\_\_\_\_ \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of \_\_\_\_\_ Cellu-Craft Inc., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

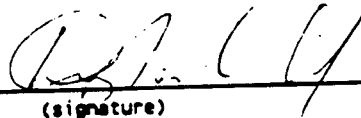
\_\_\_\_\_  
(signature)  
Name William L. Westerman  
(type or print)  
Title President  
(type or print)  
Address 1403 Fourth Avenue  
(type or print)  
New Hyde Park, NY 11040  
Date March 11, 1991

CONSENT

Atochem North America, Inc \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of M+T Chemicals Inc. and Penwalt Corporation listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name

Douglas L. Cox  
(type or print)

Title

Senior Vice President - Finance  
(type or print)

Address

Three Parkway  
(type or print)

Philadelphia, PA 19102

Date

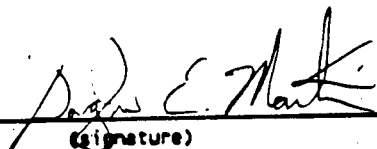
MARCH 14, 1991

CONSENT

BASF Corporation \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of BASF Wyandotte Corp., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Douglas E. Martin  
(type or print)

Title Attorney  
(type or print)

Address 100 Cherry Hill Road  
(type or print)

Parsippany, NJ 07054

Date March 14, 1991

JANET CERBA  
NOTARY PUBLIC OF NEW JERSEY  
My Comm. Exp. 01-28-1996  
47-11-11  
176

CONSENT

BEL-RAY COMPANY, INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of BEL-RAY COMPANY, INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

Don Maier  
(signature)

Name DON MAIER  
(type or print)

Title TECHNICAL DIRECTOR  
(type or print)

Address P.O. BOX 526  
(type or print)

FARMINGDALE, NJ 07727

Date MARCH 15, 1991

CONSENT

Benjamin Moore & Co. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Benjamin Moore & Co., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

John T. Rafferty  
(signature)

Name John T. Rafferty  
(type or print)

Title General Counsel and Assistant Secretary  
(type or print)

Address 51 Chestnut Ridge Road  
(type or print)

Montvale, NJ 07645

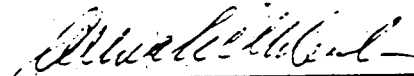
Date March 13, 1991

CONSENT

BER MAR MANUFACTURING \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of BER MAR MANUFACTURING, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Allen W. Willenbrock  
(type or print)

Title Vice President  
(type or print)

Address 255 Butler Street  
(type or print)

Brooklyn, New York 11217

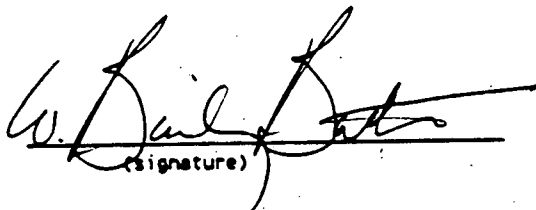
Date March 12, , 1991

CONSENT

Borden, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Borden Chemical, Fabric Leather Co., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name W. Bailey Barton  
(type or print)

Title Corporate Director, Environmental Affairs  
(type or print)

Address 1050 Kingsmill Parkway  
(type or print)

Columbus, Ohio 43229-1143

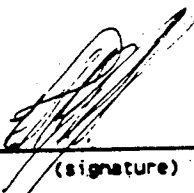
Date March 13, 1991

CONSENT

Bowen Engineering, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Stork Bowen Engineering, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
\_\_\_\_\_  
(signature)

Name Robert E. Johnson, Jr.  
(type or print)

Title President  
(type or print)

Address 9165 Rumsey Road  
(type or print)

Columbia, MD 21045

Date March 13, 1991



## CONSENT

CECOS International, Inc.

Browning-Ferris Industries of South Jersey, Inc.\*\*

Browning-Ferris Industries of Elizabeth, N.J., Inc. \*, by the

(name of business entity)

duly authorized representative named, titled and signed

hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

CECOS International, Inc.

Browning-Ferris Industries of South Jersey

Inc.; Browning-Ferris Industries of Elizabeth

N.J., Inc.; Chester Seems & Sons, Inc.;

\* on behalf of Princeton Disposal Service, Inc., listed as a

(name of Settling Defendant)\*\*\*

Settling Defendant on Appendix D&G to the Lone Pine Landfill

Consent Decree.

BY:

\*\*Browning-Ferris Industries  
of South Jersey, Inc. is the  
Successor Corporation to  
Princeton Disposal Services,  
Inc. and Chester Seems &  
Sons, Inc.

Gerald K. Burger  
(signature)

Name Gerald K. Burger  
(type or print)

\*\*\*Browning-Ferris Industries  
of Elizabeth, N.J., Inc. is  
both on Appendix D and G;  
CECOS International, Inc. is  
on Appendix G.  
Browning-Ferris Industries of  
South Jersey, Inc.,  
Chester Seems & Sons, Inc.,  
and Princeton Disposal  
Service, Inc. are on  
Appendix D.

Title Vice President  
(type or print)

Address 757 N. Eldridge  
(type or print)

Houston, Texas 77079

Date March 13, 1991

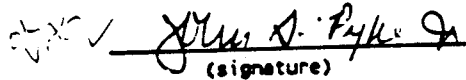
CONSENT

L. E. Carpenter & Company/  
Cadillac Plastic Group, Inc.  
(formerly named Day International Corporation) \*, by the

(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

L. E. Carpenter & Company/  
~~Cadillac Plastic Group, Inc.~~  
\* on behalf of ~~(formerly named Day International Corporation)~~ listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name John S. Pyke, Jr.  
(type or print)

Title Vice President  
(type or print)

Address 1301 E. 9th St., Ste., 3600  
(type or print)

Cleveland, Ohio 44114-1860

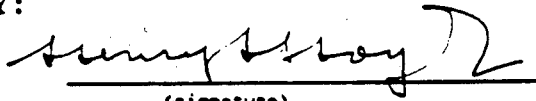
Date March 12, 1991

CONSENT

CARTER-WALLACE, INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of CARTER-WALLACE, INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix "D" to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Henry H. Hoyt, Jr.  
(type or print)

Title Chairman of the Board and  
Chief Executive Officer  
(type or print)

Address CARTER-WALLACE, INC.  
1345 Avenue of the Americas  
(type or print)

New York, New York 10105

Date March 13, 1991

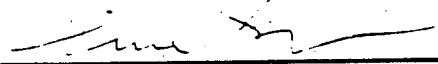
**CONSENT**

CENTRASTATE MEDICAL CENTER (formerly known as Freehold Area Hospital)

\_\_\_\_\_, \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

(formerly known as Freehold Area Hospital)  
\* on behalf of CENTRASTATE MEDICAL CENTER, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name ERNIE KOVATS  
(type or print)

Title EXECUTIVE VICE PRESIDENT  
(type or print)

Address West Main Street  
(type or print)  
Freehold, N.J. 07728

Date March 14, 1991, 1991

CONSENT

Cerro Communication Products, Inc. on its own  
behalf and \_\_\_\_\_

\*, by the

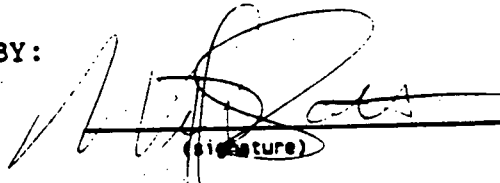
(name of business entity)

duly authorized representative named, titled and signed

hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Cerro Wire and Cable Co., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix E to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Michael D. Scott  
(type or print)

Title Counsel for Cerro Communications  
Products, Inc. on its own behalf and  
(type or print) on behalf of  
Cerro Wire and Cable Co.

Address c/o Lowenstein, Sandler, Kohl,  
(type or print) Fisher & Boylan  
65 Livingston Avenue  
Roseland, NJ 07068

Date 3/21, 1991

CONSENT

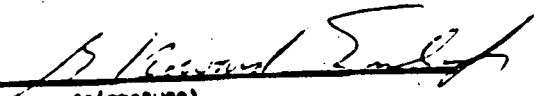
Charms Company, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Charms Company, Inc., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix E to the Lone Pine Landfill  
Consent Decree.

NOTE!

Charms is a  
Direct User Buyout  
Defendant

BY:

  
(signature)

Name G. Howard Ember, Jr.  
(type or print)

Title Treasurer  
(type or print)

Address Charms Company, Inc.  
(type or print)  
c/o Tootsie Roll Ind. Inc.  
7401 South Cicero Avenue  
Chicago, IL 60629

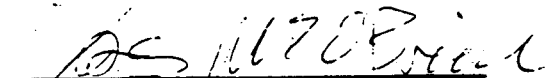
Date March 12, 1991

CONSENT

Chemcoat, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Chemcoat, Inc., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name James McC. O'Brien  
(type or print)

Title President  
(type or print)

Address R.D. 3, Box 41  
(type or print)  
Montoursville, PA 17754-9504

Date March 14, 1991

CONSENT

CHEMICAL WASTE MANAGEMENT INC., by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of RECYCLING INDUSTRIES INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

[Signature]  
(signature)

Name

BRIAN J. CLARK  
(type or print)

Title

ENVIRONMENTAL COUNSEL  
(type or print)

Address

3001 BUTTERFIELD RD.  
(type or print)

OAK BROOK, IL 60521

Date

MARCH 13, 1991




CONSENT

CIBA-GEIGY Corporation \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of CIBA-GEIGY Corporation, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature) *WTS*

Name Joseph T. Sullivan  
(type or print)

Title Senior Vice President  
(type or print)

Address 444 Saw Mill River Road  
(type or print)

Ardsley, New York 10502


Date March 11, 1991

CONSENT

CIBA-GEIGY Corporation \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Toms River Chemical Corporation, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix D to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature) 224

Name Joseph T. Sullivan  
(type or print)

Title Senior Vice President  
(type or print)

Address 444 Saw Mill River Road  
(type or print)

Ardsley, New York 10502

Date March 11, 1991

CONSENT

COCA-COLA FOODS, A DIVISION OF THE COCA-COLA           \*, by the  
(name of business entity) COMPANY  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

COCA-COLA FOODS, A DIVISION OF  
\* on behalf of THE COCA-COLA COMPANY, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix D to the Lone Pine Landfill  
Consent Decree.

BY:

Jonathan E. Parker  
(signature)

Name JONATHAN E. PARKER  
(type or print)

Title EXECUTIVE VICE PRESIDENT, OPERATIONS  
(type or print)

Address P. O. BOX 2079  
(type or print)  
HOUSTON, TX 77252

Date MARCH 13, 1991

## CONSENT

COLGATE-PALMOLIVE COMPANY

---

\*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of ELL-BEE CHEMICAL COMPANY, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

**BY:**

(signature)

**Name** Andrew D. Hendry

(type or print)

SENIOR VICE PRESIDENT,  
GENERAL COUNSEL & SECY.

**Title** GENERAL COUNSEL & SECY.

(type or print)

**Address** 300 Park Avenue

(type or print)

New York, New York 10022

**Date** March 14, 1991

CONSENT

COMFOUNDERS, INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of COMFOUNDERS, INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

Harold K. Saunders  
(signature)

Name

Harold K. Saunders

(type or print)

Title

President

(type or print)

Address

15 Marl Road P.O. 110

(type or print)

Farminedale, NJ 07727

Date

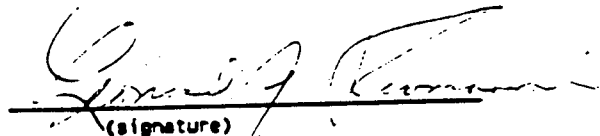
March 12, 1991

CONSENT

CONGOLEUM CORPORATION \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of CONGOLEUM INDUSTRIES, INC. and CONGOLEUM CORPORATION  
(name of Settling Defendant) listed as a  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Leonard J. Frankowiak  
(type or print)

Title Senior Vice President  
(type or print)

Address 989 Lenox Drive  
(type or print)

Lawrenceville, NJ 08646

Date March 13, 1991

**CONSENT**

Continental Can Company, Inc. \_\_\_\_\_ \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Continental Can Company, Inc. \_\_\_\_\_, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix E to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name

Daniel M. Carson

(type or print)

Title

Vice President

(type or print)

Address

300 Connecticut Avenue

(type or print)

Norwalk, CT 06856

Date

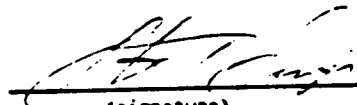
March 13, 1991, 1991

CONSENT

Custom Chemicals Corporation\* (name of business entity), by the  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Custom Chemicals Co., Inc. (name of Settling Defendant), listed as a  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Steven T. Singer  
(type or print)

Title Attorney  
(type or print)

Address Schwartz, Tobia & Stanziale  
22 Crestmont Road  
(type or print)

Montclair, NJ 07042

Date March 14, 1991

\* and its predecessor Custom Chemicals Co., Inc.

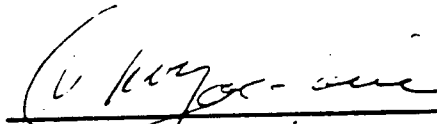


CONSENT

DECORATIVE INDUSTRIES INC \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of DECORATIVE INDUSTRIES INC, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name CARMINE ZACCARIA  
(type or print)

Title PRESIDENT  
(type or print)

Address Box 138 - Sloatsburg NY 10974  
(type or print)

Date MARCH 14, 1991

CONSENT

                    \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Mallory BAH, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix    to the Lone Pine Landfill  
Consent Decree.

BY:

                      
(signature)

Name

                      
(type or print)

Title

                      
(type or print)

Address

                      
(type or print)

Date                     , 1991

**CONSENT**

Duro-Test Corporation f/k/a Tungsten Products Corporation\*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of Tungsten Products Corporation, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
\_\_\_\_\_  
(signature)

Name C. David Goldman  
(type or print)

Title Secretary  
(type or print)

Address 271 Whitney Avenue  
(type or print)  
New Haven, CT 06511

Date March 20, 1991

CONSENT

E. R. SQUIBB & SONS, INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of E. R. SQUIBB & SONS, INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name KATHLEEN MERIWETHER  
(type or print)

Title ASSISTANT COUNSEL  
(type or print)

Address P.O. BOX 4000  
(type or print)

PRINCETON, N.J. 08543-4000

Date <sup>0</sup> MARCH 14, 1991

CONSENT

ECKER CONTRACTING & ROOFING CO., INC. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of ECKER CONTRACTING & ROOFING CO., INC., listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix F to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Pasquale Fasciano  
(type or print)

Title President  
(type or print)

Address P.O. Box 58  
(type or print)  
Imlaystown, N.J. 08526

Date March 15, 1991

CONSENT

ENGELHARD CORPORATION

\*, by the

(name of business entity)

duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of ENGELHARD CORPORATION, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

Arthur A. Dornbusch, II  
(signature)

Name Arthur A. Dornbusch, II  
(type or print)

Title Vice President, General Counsel and Secretary  
(type or print)

Address 101 Wood Avenue  
(type or print)

Iselin, N.J. 08830-0770

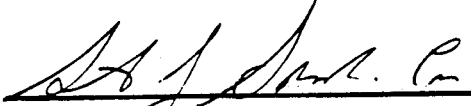
Date 3/13/91, 1991

**CONSENT**

Englishtown Auction Sales, Inc. \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of itself, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix E to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Steven J. Sobechko  
(type or print)

Title President  
(type or print)

Address Englishtown Auction Sales, Inc.  
(type or print)  
90 Wilson Avenue  
Englishtown, NJ 07726

Date March 15, 1991

CONSENT

Environmental Waste Resources, Inc. F/K/A Environmental Waste Removal, Inc. (EWR) <sup>(name of business entity)</sup> \*, by the  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

Environmental Waste Resources, Inc. / F/K/A  
\* on behalf of Environmental Waste Removal, Inc. (EWR) <sup>(name of Settling Defendant)</sup>, listed as a  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

David J. Green  
(signature)

Name David J. Green  
(type or print)

Title President  
(type or print)

Address P.O. Box 10009 Freight St.  
(type or print)

Waterbury, CT 06725-0009

Date 3/13, 1991

With a copy to: Abbie Erenich, Esquire  
Phillips, Nizer, Benjamin, Krim & Ballon  
31 West 52nd Street  
New York, NY 10019-6717



CONSENT

General Hose Products

(name of business entity)

\*, by the  
duly authorized representative named, titled and signed

hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of General Hose Products, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

Donald H. Baueris  
(signature)

Name Donald H. Baueris  
(type or print)

Title Vice - Pres  
(type or print)

Address 30 Sherwood Lane  
(type or print)  
Fairfield, N.J.

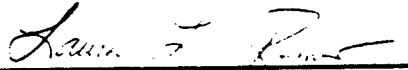
Date 3/13/91, 1991

CONSENT

General Motors Corporation \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of General Motors Corporation, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix E/G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Laura L. Romeo  
(type or print)

Title Attorney  
(type or print)

Address 3031 W. Grand Blvd.  
(type or print)  
Detroit, MI 48202


Date March 14, 1991

CONSENT

Georgia-Pacific Corporation \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of XCEL Corporation, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

  
(signature)

Name Douglas P. Roberto  
(type or print)

Title Senior Counsel  
(type or print)

Address Georgia-Pacific Corporation  
(type or print)

133 Peachtree Street, N.E.  
Atlanta, Georgia 30303

Date March 13, 1991

CONSENT

The Gillette Company \*, by the  
(name of business entity)  
duly authorized representative named, titled and signed  
hereunder, hereby consents to this Consent Decree regarding the  
Lone Pine Landfill Superfund Site in Freehold Township, New  
Jersey, and the filing of this Consent Decree with the United  
States District Court for the District of New Jersey, and agrees  
to be bound by the terms and conditions thereof.

\* on behalf of same as above, listed as a  
(name of Settling Defendant)  
Settling Defendant on Appendix G to the Lone Pine Landfill  
Consent Decree.

BY:

Deborah Marson McNulty  
(signature)

Name Deborah Marson McNulty  
(type or print)

Title Group Counsel  
(type or print)

Address Office of the General Counsel  
3800 Prudential Tower Building  
(type or print)

Boston, MA 02199

Date March 13, 1991